

Disclosure Abstract: Separate Disclosure Abstract on this condominium project:

Required and attached to this report
as Exhibit H

Not Required - disclosures covered in this report.

Summary of Changes from Earlier Public Reports:

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

No prior reports have been issued by the developer.

Changes made are as follows:

SPECIAL ATTENTION

This is a CONDOMINIUM PROJECT, not a subdivision. The land area beneath and immediately appurtenant to each unit is designated a LIMITED COMMON ELEMENT and is not a legally subdivided lot. The dotted lines on the Condominium Map bounding the designated number of square feet in each limited common element land area are for illustrative purposes only and should not be construed to be the property lines of legally subdivided lots.

This public report does not constitute approval of the Project by the Real Estate Commission, or any other government agency, nor does it ensure that all applicable County codes, ordinances, and subdivision requirements have necessarily been complied with.

THE PROSPECTIVE PURCHASER IS CAUTIONED TO CAREFULLY REVIEW THE CONDOMINIUM DOCUMENTS REFERENCED IN THIS PUBLIC REPORT FOR FURTHER INFORMATION WITH REGARD TO THE FOREGOING.

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General Information On Condominiums

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

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

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

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

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

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

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

Operation of the Condominium Project

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

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

Until there is a sufficient number of purchasers or 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: Casimer Jasinski and Doris Reimann Jasinski Phone: (808) 988-6431
Name (Business)
3150 Huelani Place
Business Address
Honolulu, HI 96822

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

Real Estate Broker: Abraham W. H. Lee Phone: (808) 545-3176
Name (Business)
1221 Kapiolani Blvd., #301
Business Address
Honolulu, HI 96813

Escrow: Long & Melone Escrow, Ltd. Phone: (808) 523-2358
Name (Business)
1001 Bishop St., Ste. 2770
Business Address
Honolulu, HI 96813

General Contractor: None Phone: _____
Name (Business)

Business Address

Condominium Managing Agent: None. Self-managed by the Owners Association Phone: _____
Name (Business)

Business Address

Attorney for Developer: Glenn M. Adachi Phone: (808) 526-3880
Name (Business)
841 Bishop St., #1601
Business Address
Honolulu, HI 96813-3916

**II. CREATION OF THE CONDOMINIUM;
CONDOMINIUM DOCUMENTS**

A condominium is created by recording in the Bureau of Conveyances and/or filing with the Land Court a Declaration of Condominium Property Regime, a Condominium Map (File Plan), and the Bylaws of the Association of Apartment Owners. The Condominium Property Act (Chapter 514A, HRS), the Declaration, Bylaws, and House Rules control the rights and obligations of the apartment owners with respect to the project and the common elements, to each other, and to their respective apartments. The provisions of these documents are intended to be, and in most cases are enforceable in a court of law.

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

The Declaration for this condominium is:

Proposed
 Recorded - Bureau of Conveyances: Document No. 96-157865
Book _____ Page _____
 Filed - Land Court: Document No. 2346058

The Declaration referred to above has been amended by the following instruments [state name of document, date and recording/filing information]: Amendment No. 1 to Declaration dated February 26, 1997, recorded as Document No. 97-026492 and Land Court Document No. 2367480. Amendment No. 2 to Declaration dated March 25, 1997, recorded as Document No. 97-038949 and Land Court Document No. 2372008.

- 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, dimensions of each apartment.

The Condominium Map for this condominium project is:

Proposed
 Recorded - Bureau of Conveyances Condo Map No. 2484
 Filed - Land Court Condo Map No. 1173

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

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

The Bylaws for this condominium are:

Proposed
 Recorded - Bureau of Conveyances: Document No. 96-157866
Book _____ Page _____
 Filed - Land Court: Document No. 2346059

The Bylaws referred to above have been amended by the following instruments [state name of document, dated 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 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:

	<u>Minimum Set by Law</u>	<u>This Condominium</u>
Declaration (and Condo Map)	75%*	75% _____
Bylaws	65%	65% _____
House Rules	---	<u>Bd. of Directors</u>

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

2. **Developer:**

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

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

1. To amend the Declaration, By-Laws and Condominium Map at anytime prior to recording of the sale of the unit.
2. To amend the Declaration and Condominium Map to file the "as built" certificate.

III. THE CONDOMINIUM PROJECT

A. Interest to be Conveyed to Buyer:

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

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

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

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

Lease Term Expires: _____

Rent Renegotiation Date: _____

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 improvements at the lessee's expense; or (2) convey the building(s) and improvements to the lessor; often at a specified price.

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

Lease Term Expires: _____

Rent Renegotiation Date(s): _____

Lease Rent Payable: Monthly Quarterly
 Semi-Annually Annually

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

[] Other:

IMPORTANT INFORMATION ON LEASEHOLD CONDOMINIUM PROJECTS

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

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

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

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

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

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

B. Underlying Land:

Address: 3137, 3145, 3147 and 3150 Huelani Place Tax Map Key: (1) 2-9-33: 5 and 20
Honolulu, HI 96822 (TMK)

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

Land Area: _____ [] square feet [] acre(s) Zoning: R-5
TMK: 2-9-33: 5 4,988 Acres
TMK: 2-9-33: 20 7,500 square feet

Fee Owner : Casimer Jasinski and Doris Reimann Jasinski
 Name
3150 Huelani Place
 Address
Honolulu, HI 96822

Sublessor: _____
 Name

 Address

C. **Buildings and Other Improvements:**

1. New Building(s) Conversion of Existing Building(s) Both New Building(s) and Conversion
 Units 3137 & 3145: 2
2. Number of Buildings: 4 Floors Per Building Unit 3147: 1, Unit 3150: 3
- Exhibit _____ contains further explanations.

3. **Principal Construction Material:**

Concrete (Slab) Hollow Tile Wood
 Other Glass, rock

4. **Permitted Uses by Zoning:**

	No. of Apts.	Use Permitted By Zoning		No. of Apts.	Use Determined By Zoning
<input checked="" type="checkbox"/> Residential	<u>4</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Ohana	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Commercial	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Industrial	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Mix Res/Comm	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Agricultural	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Hotel	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Recreational	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Timeshare	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Other: _____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No

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

Pets: No livestock or poultry except for animals customarily kept as pets.

Number of Occupants: _____

Other: _____

There are no special use restrictions.

6. Interior (fill in appropriate numbers):

Elevators: --- Stairways: --- Trash Chutes: ---

	<u>Apt.No.</u>		<u>Net</u>	
	<u>Type</u>	<u>Quantity</u>	<u>BR/Bath</u>	<u>Living Area (sf)*</u>
Unit	<u>3137</u>	<u>1</u>	<u>1/2</u>	<u>1,613</u>
Unit	<u>3145</u>	<u>1</u>	<u>1/1</u>	<u>1,081</u>
Unit	<u>3147</u>	<u>1</u>	<u>2/1</u>	<u>973</u>
Unit	<u>3150</u>	<u>1</u>	<u>5/3</u>	<u>5,499</u>

Total Apartments: 4

***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 the those above because a different method of determining the floor area may have been used.

Boundaries of Each Apartment:

1. All perimeter walls, floors, foundations and roof of each building.
2. All pipes, wires, conduits, or other utility and service lines in such building, outside such building, if the same are not utilized for more than one apartment.

Permitted Alterations to Apartments:

Apartment owner, may renovate, remodel, make additions to, remove or restore the unit.

7. Parking Stalls:

Total Parking Stalls: 16

	<u>Regular</u>		<u>Compact</u>		<u>Tandem</u>		<u>TOTAL</u>
	<u>covered</u>	<u>open</u>	<u>covered</u>	<u>open</u>	<u>covered</u>	<u>open</u>	
Assigned (for each units)	Unit 3137: 2						
	Unit 3150: 3	<u>7</u>					<u>12</u>
Guest		<u>4</u>					<u>4</u>
Unassigned							
Extra for Purchase							
Other:							
Total Covered & Open	<u>16</u>		<u>0</u>		<u>0</u>		<u>16</u>

Each apartment will have the exclusive use of at least 2 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:

There are no recreational or common facilities.

Swimming pool Storage Area Recreation Area

Laundry Area Tennis Court Trash Chute

Other: _____

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

There are no violations.

Violations will not be cured.

Violations and cost to cure are listed below.

Violations will be cured by _____

See Exhibit A (Letter from the Building Department)

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): See Exhibit B (Architect's Inspection Letter)

11. Conformance to Present Zoning Code See Exhibit A (Letter from the Building Department)

a. No variances to zoning code have been granted.

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

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

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

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

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

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

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

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

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

described in Exhibit C.

as follows:

*The 3 dwellings located on TMK 2-9-33:5 are considered non-conforming, however, the Owners have received an existing use permit (No. 94/EU-12) to allow repair, alteration, addition, relocation and reconstruction of the 3 existing dwellings. (See Exhibit I)

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

There are no limited common elements in this project.

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

described in Exhibit_____.

as follows:

The portion of the land area beneath and adjacent to each unit as delineated on the site plan of the Condominium Map. Said land areas are NOT legally subdivided lots.

- Unit 3137 Limited Common Area: 0.156 Acre
- Unit 3145 Limited Common Area: 1.116 Acre
- Unit 3147 Limited Common Area: 1.820 Acre
- Unit 3150 Limited Common Area: 1.789 Acre

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

described in Exhibit _____.

as follows:

<u>Unit No.</u>	<u>Common Interest Percentage</u>
3137	24%
3145	24%
3147	24%
3150	28%

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 November 14, 1996 and issued by Long & Melone, Ltd.

Blanket Liens:

A blanket lien is an encumbrance (such as a mortgage) on the entire condominium project that secures some type of monetary debt (such as a loan) or other obligation. A blanket lien is usually released on an apartment-by-apartment basis upon payment of specified sums so that individual apartments can be conveyed to buyers free and clear of the lien.

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

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

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

<u>Type of Lien</u>	<u>Effect on Buyer's Interest and Deposit if Developer Defaults or Lien is Foreclosed Prior to Conveyance</u>
Mortgage	Contracts to purchase units may be cancelled in which event deposits will be refunded to the buyers, less an escrow cancellation fee.

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: None. Units are being sold in "as-is" condition.

2. Appliances: None.

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

Apartment 3137 was built in 1931. Apartments 3147, 3150 and 3145 were constructed in 1925, 1947 and 1969, respectively. Apartments 3147, 3150 and 3145 are subject to an Existing Use Permit that will allow reconstruction under certain conditions. See Exhibit I.

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):

V. MISCELLANEOUS

A. Sales Documents Filed With the Real Estate Commission:

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

Notice to Owner Occupants

Specimen Sales Contract

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

Escrow Agreement dated April 23, 1996

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

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

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

A) The Developer delivers to the buyer a copy of:

1) Either the Final Public Report **OR** the Supplementary Public Report which has superseded the Final Public Report for which an effective date has been issued by the Real Estate Commission;

AND

2) Any other public report issued by the developer prior to the date of delivery, if the report was not previously delivered to the buyer and if the report has not been superseded;

B) The buyer is given an opportunity to read the report(s); **AND**

C) One of the following has occurred:

1) The buyer has signed a receipt for the report(s) and waived the right to cancel; or

2) Thirty (30) days have passed from the time the report(s) were delivered to the buyer; or

3) The apartment is conveyed to the buyer within 30 days from the date the report(s) were delivered to the buyer.

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

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

B) The buyer has not waived the right to rescind.

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

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

- A) Condominium Public Reports issued by the developer which have been given 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.
- D) House Rules.
- 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, HI 96809, at a nominal cost.

This Public Report is a part of Registration No. 3686 filed with the Real Estate Commission on Jan. 28, 1997.

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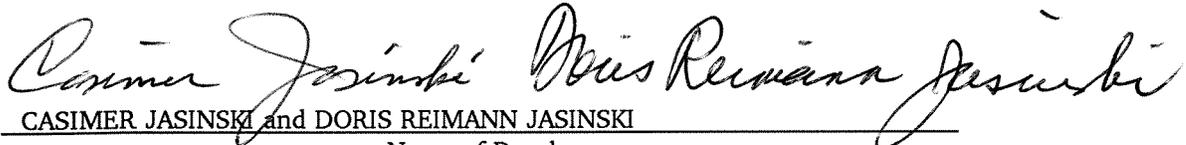
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C. Additional Information Not Covered Above

Reserve Study. The developer has not completed a reserve study in arriving at the estimate of reserve funds in completing the Estimate of Maintenance Fee Disbursements (Exhibit E).

- 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.


CASIMER JASINSKI and DORIS REIMANN JASINSKI
Name of Developer

By: _____
Duly Authorized Signatory

Jan. 29, 1997
Date

Developers/Owners Casimer Jasinski Doris Reimann Jasinski
print name & title of person signing above

Distribution:

Department of Finance, City and County of Honolulu
Planning Department, City and County of Honolulu
Federal Housing Administration

BUILDING DEPARTMENT
CITY AND COUNTY OF HONOLULU

HONOLULU MUNICIPAL BUILDING
650 SOUTH KING STREET
HONOLULU, HAWAII 96813



JEREMY HARRIS
MAYOR

RANDALL K. FUJIKI
DIRECTOR AND BUILDING SUPERINTENDENT

ISIDRO M. BAQUILAR
DEPUTY DIRECTOR AND BUILDING SUPERINTENDENT

Ex95-139

December 11, 1995

Mr. Peter Haines
Affordable Housing Specialists, Inc.
2764C Booth Road
Honolulu, Hawaii 96813

Dear Mr. Haines:

Subject: Condominium Conversion Project
3145, 3147, 3150 and 3137 Huelani Place
Tax Map Key: 2-9-33: 05 and 20

This is in response to your letter dated October 20, 1995, requesting verification that the four dwellings located at the above-mentioned addresses met all applicable code requirements at the time of construction.

Investigation revealed that the two one-story one-family detached dwellings and the two-story one-family detached dwelling with eight off-street parking spaces located at 3147, 3150 and 3145 Huelani Place and the detached carport on parcel 5 met all applicable code requirements when they were constructed in 1925 (two one-story dwellings), 1947 and 1969, respectively.

The one-story one-family detached dwelling with two off-street parking spaces located at 3137 Huelani Place met all applicable code requirements when it was constructed in 1931. There is no record of a building permit for the carport.

The three dwellings on parcel 5 are considered nonconforming dwelling units.

Existing Use Permit 94/EU-012 for the three dwellings on parcel 5 was approved with conditions on November 17, 1994.

No variances or special permits were granted to allow deviations from any applicable codes.

EXHIBIT A

Mr. Peter Haines
December 11, 1995
Page 2

For your information, the Building Department cannot determine whether this project contains any other legal nonconforming uses or structures as a result of the adoption or amendment of any ordinances or codes.

If you have any questions regarding this matter, please contact Mr. Ivan Matsumoto at 527-6341.

Very truly yours,



RANDALL K. FUJIKI
Director and Building Superintendent

Subscribed and sworn to
before me this 12th day of
December, 1995.



Notary Public, First Judicial Circuit
State of Hawaii
My commission expires: June 21, 1999

Date: NOV. 28, 1995

To: Name of Owner/Developer : AFFORDABLE HOUSING, INC.
Owner/Developer's Address: 2764-C BOOTH RD.
HONOLULU, HAWAII 96813

Dear PETER,

As per your instructions, a visual inspection was made of the property located at: 3150 HUELANI PL. MAWAO VALLEY, HI.
T.M.K. 12-9-33: 5 & 20

The purpose of the inspection was to examine and comment on the present state of the buildings.

The following describes my assessment of the present condition of the buildings:

1. The structures appear in good condition. The units are habitable and appear to be free from major structural defects.
2. The electrical system and plumbing systems appear to be functioning properly and seem to be in good condition.
3. The expected useful life is estimated to be between 5 and 10 years.

CONCLUSION: The buildings at present are in good condition with no major structural defects.

Very truly yours,

Name of Architect/Engineer

EDWARD A. PERRY

Registered Professional Title

ARCHITECT

Hawaii Registration Number

3239

EXHIBIT C

DESCRIPTION OF COMMON ELEMENTS

1. The land in fee simple described in the Declaration of Condominium Property Regime.

2. The area on the condominium map designated "Common Element 0.279 Acre".

3. All ducts, sewer lines, electrical equipment, pipes, wiring, and other central and appurtenant transmission facilities and installations which serve the apartments for services such as power, light, water, gas, refuse, telephone, radio, and television signal distribution.

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

EXHIBIT D

LIST OF ENCUMBRANCES

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

2. Mortgage dated August 7, 1991, in favor of Honolulu Federal Employees Federal Credit Union, filed as Land Court Document No. 1843308 and recorded in said Bureau as Document No. 91-109201.

3. Mortgage and Financing Statement dated November 30, 1995, in favor of First Hawaiian Bank, filed as Land Court Document No. 2276297 and recorded in said Bureau as Document No. 95-157430.

4. Real property taxes due and payable. For more information contact City and County of Honolulu, Department of Finance, Real Property Tax Assessment.

EXHIBIT E

ESTIMATE OF MAINTENANCE FEE DISBURSEMENTS FOR "HUELANI HEIGHTS"

DESCRIPTION OF ITEMS	Is Item Individually Paid by Each Unit Owner?	MONTHLY COSTS FOR EACH UNIT				Monthly Total for Assoc.
		NO. 3137	NO. 3145	NO. 3147	NO. 3150	
PERCENTAGE OF COMMON INTEREST:		24%	24%	24%	28%	100%
UTILITIES AND SERVICES						
Air Conditioning.....	Yes					
Electricity.....	Yes					
() common elements.....	Yes					
() common elements.....	Yes					
and apartments						
Gas.....	Yes					
Refuse Collection.....	Yes					
Telephone.....	Yes					
Water and Sewer.....	Yes					
MAINTENANCE, REPAIRS, ETC.						
Buildings.....	Yes					
Grounds (Driveway, etc.)	No	\$ 24	\$ 24	\$ 24	\$ 28	\$ 100
MANAGEMENT						
Management Fee.....	n/a					
Payroll & Payroll Taxes.....	n/a					
Office Expenses.....	n/a					
COMMON ELEMENT INSURANCE.....	No	\$ 12	\$ 12	\$ 12	\$ 14	\$ 50
HOMEOWNER'S INSURANCE.....	Yes					
RESERVES for Common Element...	No	\$ 24	\$ 24	\$ 24	\$ 28	\$ 100
TAXES & GOVERNMENT ASSESS.....	n/a					
AUDIT FEE.....	n/a					
TOTAL MONTHLY FEES		\$ 60	\$ 60	\$ 60	\$ 70	\$ 250
TOTAL ANNUAL FEES (MONTHLY FEE X 12 MONTHS)		\$ 720	\$ 720	\$ 720	\$ 840	\$ 3,000

I/We, the Owners and Developers of the Huelani Heights 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.

Name: CASIMER JASINSKI Signature: C. Jasinski 10/28/96
3150 HUELANI PK, Honolulu HI.

Name: DORIS R. JASINSKI Signature: Doris R. Jasinski 10/28/96
3150 HUELANI PK, Honolulu HI.

EXHIBIT F

SUMMARY OF SALES CONTRACT

The Seller will use the standard form Deposit, Receipt, Offer and Acceptance (DROA) agreement as the sales contract for the sale of the unit(s). The sales contract contains the price, description and location of the apartment and other terms and conditions under which a buyer will agree to buy an apartment in the Project. Among other things, the sales contract provides:

1. A section for financing to be filled in and agreed to by the parties which will set forth how the buyer will pay the purchase price.

2. Buyer's deposits will be held in escrow until the sales contract is closed or cancelled.

3. Buyer must close the purchase at a certain date and pay closing costs, in addition to the purchase price.

4. In the event of default:

If buyer defaults:

- (1) Seller may bring an action for breach of contract;
- (2) Seller may retain the deposits as liquidated damages;
- (3) Buyer is responsible for any costs incurred under the sales contract.

If Seller defaults:

- (1) Buyer may bring an action for breach of contract;
- (2) Buyer may bring an action for specific performance;
- (3) Seller is responsible for any costs incurred under the sales contract.

The prevailing party is entitled to recover all costs incurred including reasonable attorney's fees. Escrow fees incurred shall be deducted before disbursement to the prevailing party.

5. The sales contract may contain additional terms and conditions as the Seller and Buyer may agree to include.

The sales contract contains various other provisions which the buyer should become acquainted with.

EXHIBIT G

SUMMARY OF ESCROW AGREEMENT

The escrow agreement establishes an arrangement under which the deposits a buyer makes under a Deposit, Receipt, Offer and Acceptance ("sales contract") will be held by a neutral party ("Escrow"). Under the escrow agreement these things will or may happen:

(a) Signed copies of the sales contract will be provided to Escrow.

(b) Escrow will collect payments due pursuant to the sales contract.

(c) Seller will notify Escrow who in turn will notify buyers when payments are due.

(d) Escrow will accept buyer's payments pursuant to the sales contract and will hold the funds or make payments according to the escrow agreement.

(e) The escrow agreement states under what conditions escrow will disburse buyers funds. Escrow will disburse upon receipt of the following:

1. the conveyance document,
2. all necessary releases of encumbrances,
3. the full amount of the purchase price,
4. any mortgage or other instrument securing payment,
5. purchaser's share of the closing costs

(f) Under the escrow agreement buyer shall be entitled to a refund, if buyer makes a written request for a refund and Escrow has received a written request from Seller to return buyer's funds. In addition, by law, (under Sections 514A-62 and -63, Hawaii Revised Statutes) buyer has a right to rescind a sales contract.

(g) The escrow agreement states what will happen to a buyer's funds upon default under the sales contract. Seller is required to certify to Escrow in writing that buyer defaults and that Seller is terminating the contract. Escrow will notify buyer by certified mail that Seller has cancelled contract. Escrow will treat the buyer's funds as belonging to the Seller subject to the provisions relating to dispute and conflicting demands.

(h) Escrow will coordinate and supervise the signing of all necessary documents.

(i) The escrow agreement sets forth Escrow's responsibilities in the event of any disputes.

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

EXHIBIT H

DISCLOSURE ABSTRACT

1. a. PROJECT: HUELANI HEIGHTS
3137, 3145, 3147 and 3150 Huelani
Place, Honolulu, HI
- b. DEVELOPER/
OWNER: Casimer Jasinski and Doris Reimann
Jasinski
3150 Huelani Place
Honolulu, HI 96822
- c. MANAGING AGENT: None. Project will be self-managed.
2. Real Estate Broker: Abraham Lee dba Abe Lee Realty
1221 Kapiolani Blvd., #301
Honolulu, HI 96813

3. Estimated Maintenance Fee Assessments and Disbursements

Maintenance Fees: The routine maintenance and repair of each apartment unit, including all utility charges, is the sole responsibility of each owner. The breakdown of annual maintenance fees and monthly estimate for each apartment has been based on generally accepted accounting principles and is attached as Exhibit E.

Individual Insurance: Section 514A-86, Hawaii Revised Statutes, requires that fire insurance be purchased to cover the Project's improvements. It is contemplated that the Association will elect to permit each apartment owner to purchase and maintain his own homeowner's insurance policy which will include fire and liability coverage, and name the Association as an additional insured. In such case, the premiums on said policies will be the individual responsibility of each apartment owner rather than a common expense of the Association. Purchasers should be aware that the premiums for said fire insurance will vary depending upon the insurance company and the coverage. If it is necessary for the Association to have its own public liability coverage (which could occur), this will become a common expense of the Association shared by the apartment owners.

4. Description of All Warranties Covering the Apartments and Common Elements. Purchasers are advised that all the dwellings are existing structures. Unit 3137 was constructed in 1931, Unit 3145 was constructed in 1969, Unit 3147 was

constructed in 1925, and Unit 3150 was constructed in 1947. Said structures are subject to "wear and tear" commensurate with their respective ages. NO WARRANTIES FOR FITNESS OF USE OR MERCHANTABILITY OR ANY OTHER KIND ARE MADE AS TO EITHER UNIT. PURCHASERS ARE ADVISED TO CONDUCT THEIR OWN INSPECTION OF THE UNITS. THE UNITS ARE BEING SOLD "AS IS".

5. Structural Components and Mechanical and Electrical Installations.

Based on a visual inspection report prepared by a licensed architect (a copy of said report is attached to this public report as Exhibit B), it is the Developer's opinion that all structural components and electrical and plumbing systems material to the use and enjoyment of the units appear to be functioning and in satisfactory working condition. However, NO REPRESENTATIONS OF ANY KIND ARE MADE AS TO THE EXPECTED USEFUL LIFE, IF ANY, OF THE STRUCTURAL COMPONENTS AND MECHANICAL AND ELECTRICAL INSTALLATIONS MATERIAL TO THE USE AND ENJOYMENT OF THE UNITS.

6. Code Violations. To the best of the knowledge, information and belief of the undersigned, there are no outstanding notices of uncured violations of the building code or municipal regulations of the City and County of Honolulu.

7. Use of Apartments. The HUELANI HEIGHTS condominium project will consist of four (4) apartments which will be used for residential purposes by the owners, their tenants, servants, guests and invitees and for no other purpose.

8. Nonconforming Dwellings. According to the Building Department, the three dwellings (Units 3145, 3147 and 3150) on the parcel designated as TMK: 2-9-33: 5 are considered nonconforming dwelling units. If any dwelling is destroyed to an extent of more than 50% of its replacement cost (at the time of destruction), the dwelling cannot be reconstructed.

The owner/developer have applied for and received from the Department of Land Utilization an existing use permit dated November 17, 1994 (94/EU-12) which would allow the apartment owner to reconstruct their dwelling in the event it is destroyed to the extent of more than 50% of the replacement

cost (at the time of destruction), subject to certain conditions contained in the existing use permit. A copy of the existing use permit is attached to the public report as Exhibit I.

DATE: Jan 29, 1997

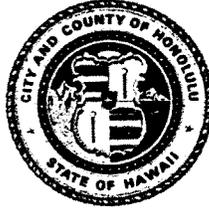
Casimer Jasinski
CASIMER JASINSKI

Doris Reimann Jasinski
DORIS REIMANN JASINSKI

DEPARTMENT OF LAND UTILIZATION
CITY AND COUNTY OF HONOLULU

650 SOUTH KING STREET
HONOLULU, HAWAII 96813 ☎ (808) 523-4432

JEREMY HARRIS
MAYOR



DONALD A. CLEGG
DIRECTOR

LORETTA K.C. CHEE
DEPUTY DIRECTOR

94/EU-12 (PS)

November 17, 1994

Mr. Casimer Jasinski
3150 Huelani Place
Honolulu, Hawaii 96822

Dear Mr. Jasinski:

Subject: Existing Use Permit No. 94/EU-12
Project Name: Jasinski Existing Use
Location: 3145, 3147 & 3150 Huelani Place
Tax Map Key: 2-9-33: 5
Owner: Casimer Jasinski

The application for the development is **APPROVED** as an Existing Use (EU) under Section 3.130 of the Land Use Ordinance (LUO) in accordance with the application plans DLU date-time-stamped September 14, 1994, subject to the following conditions:

1. Approval is only for the continued use, repair, alterations, additions, relocation and reconstruction of the 3 existing single-family dwelling units.
2. Modifications to the EU plans will not be allowed if:
 - a. the proposed modification has potential adverse impacts on surrounding land uses.
 - b. the number of dwelling units (3) will be increased.
 - c. the reconstruction and/or expansion of the dwelling units are part of a larger development.
 - d. the expansion of any dwelling unit increases the EU approved floor area by more than two times.

These types of modifications will be considered **MAJOR** and require processing of a Cluster Housing application.

3. All new work shall be in accordance with the LUO, including yard and height setbacks for structures around the project boundary, and spacing between buildings shall be in

EXHIBIT I

accordance with cluster siting guidelines. Any modification to the EU plans shall be approved by the Department of Land Utilization (DLU) prior to issuance of building permits.

4. All new work on the portion of structures within the P-1 Restricted Preservation District, will require a State Land Use boundary amendment or approval by the State Department of Land and Natural Resources.
5. All new work shall be compatible in design with the existing and surrounding structures, and be in the same general location and size. Floor plans shall be designed in order that the dwelling or lodging units will not be increased. Exterior entrances, stairways, bar areas, plumbing and electrical systems may be required to be deleted or revised to insure the approved number of units are not increased.
6. Maximum building area shall not exceed 30 percent of the original R-5 Residential zoning lot or 50 percent of any lot of use (CPR lot), whichever is more restrictive.
7. A minimum of 8 parking spaces, including 7 stalls for the dwelling units and 1 guest stall, shall be maintained and any additions shall comply with parking regulations of the LUO. Existing parking spaces within carports or garages shall not be converted into useable floor area (including garage/carport storage).
8. Any proposed perimeter chainlink fencing shall incorporate a 24-inch landscaping strip with a hedge trained to a 6-foot height and maintained in a healthy condition. No fences will be allowed to be constructed along CPR use lines.
9. Any improvements to the EU shall comply with Fire Department requirements for access, water and/or Fire Department connections. These shall be submitted to the Fire Department for review and approval prior to issuance of building permits.
10. The DLU shall be informed of any condominium action. An approved condominium property regime map (CPR) and documents shall be submitted to the Department of Land Utilization. All future improvements and additions shall require approval by the Homeowners' Association prior to review by the Department of Land Utilization.

Mr. Casimer Jasinski
Page 3

11. The applicant shall incorporate this EU approval as part of the restrictive covenants running with the land and made a part of any sales agreement with any future owners.
12. This EU approval does not certify that the existing structures and improvements comply with the requirements of the zoning code or other regulations. They are subject to separate review and approval.
13. The Director of Land Utilization shall reserve the right to impose additional requirements, if necessary, to promote and protect the health, welfare, and safety of the people of the City and County of Honolulu.

Should you have any questions, please contact Patrick Seguirant, Chief-Urban Design Branch, at 527-5369.

Very truly yours,



DONALD A. CLEGG
Director of Land Utilization

DAC:gc
jasinski.gkc

cc: Building Department