

REAL ESTATE COMMISSION

PROFESSIONAL & VOCATIONAL LICENSING DIVISION
DEPARTMENT OF REGULATORY AGENCIES

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

**FINAL
HORIZONTAL PROPERTY REGIMES (CONDOMINIUM)
PUBLIC REPORT**

THE ROYAL MANOA
1603 Dole Street
Honolulu, Hawaii

REGISTRATION NO. 1483 (CONVERSION)

IMPORTANT — Read This Report Before Buying

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

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

The developer shall not enter into a binding contract or agreement for the sale of any unit in a Condominium Project until

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

Issued: February 23, 1982
Expires: March 23, 1983

SPECIAL ATTENTION

A comprehensive reading of this report by the prospective purchaser is urged in order that personal requirements and expectations to be derived from the property can be ascertained. The attention of the prospective purchaser is particularly directed to the following:

THIS REPORT REFLECTS INFORMATION DISCLOSED IN THE REQUIRED NOTICE OF INTENTION SUBMITTED JANUARY 28, 1982 AND INFORMATION SUBSEQUENTLY SUBMITTED AS OF FEBRUARY 3, 1982. THE DEVELOPER, IN NOTIFYING THE COMMISSION OF ITS INTENTION TO SELL, IS COMPLYING WITH THE REQUIREMENTS OF THE HORIZONTAL PROPERTY ACT, CHAPTER 514A, HAWAII REVISED STATUTES, AS AMENDED.

1. THE ROYAL MANOA is a fee simple condominium project, consisting of twelve (12) apartment units contained in one (1) existing building of five (5) stories without a basement. There will be a total of thirteen (13) parking stalls with one (1) or more parking stall assigned to each apartment. There will be no guest parking stalls.

2. The Developer of the project has filed all documents and material deemed necessary by the Commission for the registration of this project as a condominium and issuance of the Final Public Report.
3. The basic documents (Declaration of Horizontal Property Regime, with Bylaws of the Association of Apartment Owners attached, and a copy of the Approved Floor Plans) have been recorded in the Bureau of Conveyances of the State of Hawaii. The Declaration of Horizontal Property Regime, executed on January 14, 1982 was recorded in the Bureau of Conveyances in Liber 16140 at Page 118. The Approved Floor Plans (Condominium File Plan) showing the layout, location, apartment numbers, etc., have been designated No. 838 by the Bureau of Conveyances.
4. Advertising and promotional matters have not been submitted pursuant to the rules and regulations promulgated by the Commission.
5. The purchaser or prospective purchaser is advised to acquaint himself with the provisions of Chapter 514A, Hawaii Revised Statutes, and the Rules and Regulations promulgated thereunder which relate to Horizontal Property Regimes.
6. This Final Public Report is made a part of the registration of THE ROYAL MANOA. The Developer has the responsibility of placing a true copy of the Final Public Report (white paper stock) and Disclosure Abstract in the hands of all purchasers and obtaining a receipt therefor.
7. This Final Public Report automatically expires thirteen (13) months after date of issuance, February 23, 1982, unless a Supplementary Public Report issues, or the Commission upon review of registration issues an order extending the effective period of this report.

NAME OF PROJECT: THE ROYAL MANOA.

LOCATION: The site comprising approximately 4,496 square feet is located at 1603 Dole Street, Honolulu, Hawaii.

TAX MAP KEY: 2-8-12:39 (First Division).

ZONING: A-4 (High Density Apartment).

DEVELOPER: Condominium Corporation, a California corporation of 14011 Ventura Boulevard, Suite 200-B, Sherman Oaks, California 91423, whose Officers are Joseph Bobker, President/Secretary/Treasurer; Donald Ensley, Vice President. Developer's Agent: Stanley Tobias, 126 Queen Street, Suite 310, Honolulu, Hawaii 96813, Telephone: (808) 524-0455.

ATTORNEY REPRESENTING DEVELOPER: Case, Kay & Lynch (Attention: Robert F. Schneider, Esq.), Suite 1100, 165 South King Street, P.O. Box 494, Honolulu, Hawaii 96809, Telephone: (808) 547-5400.

DESCRIPTION: Twelve (12) separate condominium apartments are located within the perimeter and party walls, floors and ceilings of each of the twelve (12) apartment units of the project contained in one (1) existing building of five (5) stories without a basement

constructed principally of concrete, concrete block, gypsum board and related building materials. There will be no apartments on the first floor (ground floor) which area provides for parking stalls. There will be three (3) apartments on each of the floors above.

The apartments are identified by a numerical code. The first digit will signify the floor level. The next two digits will signify the apartment location. The next two digits for the 3 apartments on each of the floors above the ground floor will be 01, 02 and 03 beginning at the western end of the building and proceeding east (i.e. 303).

Each 01 apartment will contain two bedrooms, one bathroom, a living-dining room and a kitchen. The approximate net floor area of each 01 apartment is 604 square feet. Each 02 apartment will contain two bedrooms, one bathroom, a living-dining room and a kitchen. The approximate net floor area of each 02 apartment is 650 square feet. Each 03 apartment will contain three bedrooms, one bathroom, a living-dining room and a kitchen. The approximate net floor area of each 03 apartment is 797 square feet.

The respective apartments shall not be deemed to include the undecorated or unfinished surfaces of the perimeter or party walls or interior load-bearing walls, the floors and ceilings surrounding each apartment or any pipes, wires, conduits or other utility or service lines running through such apartment which are utilized for or serve more than one apartment, the same being deemed common elements as hereinafter provided. Each apartment shall be deemed to include all the walls and partitions which are not load-bearing within its perimeter or party walls, doors and door frames, windows and window frames, the inner decorated or finished surface of all walls, floors and ceilings, and all fixtures originally installed therein, including a refrigerator, electric range, water heater, drapes and lighting.

COMMON ELEMENTS: The remaining portions of the project are designated "common elements". The common elements shall include, but not be limited to:

- a. The land in fee simple;
- b. All foundations, floor slabs, columns, girders, beams, supports, unfinished perimeter, party and load-bearing walls, roofs, entries, stairways, walkways, entrances and exits of said building;
- c. All yards, grounds and landscaping;
- d. All parking areas;
- e. All pipes, cables, conduits, ducts, electrical equipment, wiring and other central appurtenant transmission facilities and installations over, under and across the project which serve more than one apartment for services such as power, light, gas, water, sewer, telephone and television signal distribution, if any;
- f. Any and all other apparatus and installations of common use and all other parts of the property necessary or convenient to its existence, maintenance and safety, or normally in common use.

LIMITED COMMON ELEMENTS: Certain parts of the common elements, herein called the "limited common elements", are hereby designated and set aside for the exclusive use of certain apartments, and such apartments shall have appurtenant thereto easements for the use of such limited common elements as follows:

a. Parking Stalls. One or more parking stalls will be assigned to each apartment. Each apartment shall always have at least one parking stall assigned to it at all times. The assignment by apartment of each numbered stall is as shown on Exhibit A attached hereto. The location of each numbered stall is as shown on the Condominium Map. Apartment No. 503 is shown with two parking stalls assigned to it.

b. Mail Boxes. Each apartment shall have appurtenant to it the exclusive right to use a mail box in the mail facilities located as shown on the Condominium File Plan.

EASEMENT AND/OR LICENSE RIGHTS. In addition to any easements herein designated in the limited common elements, the apartments and common elements shall also have and be subject to the following:

a. Each apartment shall have appurtenant thereto nonexclusive easements in the common elements designed for such purposes for ingress and egress, utility services for and support of such apartment; in the other common elements for use according to their respective purposes, subject always to the exclusive or limited use of the limited common elements as, if any, as herein provided; and in all other apartments of the building for support.

b. If any part of the common elements encroaches upon any apartment or limited common element or if any apartment or limited common element encroaches upon the common elements, a valid easement for such encroachment and the maintenance thereof, so long as it continues, shall and does exist. In the event any buildings of the project shall be partially or totally destroyed and then rebuilt or in the event of any shifting, settlement or movement of any portion of the project, minor encroachments of any parts of the common elements or apartments or limited common elements due to such construction, shifting, settlement or movement shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist.

c. The Association of Apartment Owners of the project shall have the right, to be exercised by its Board of Directors or Managing Agent, to enter any apartments and limited common elements from time to time during reasonable hours as may be necessary for the operation of the project or at any time for making emergency repairs therein required to prevent damage to any apartments or common elements or for the installation, repair or replacements of any common elements.

d. Reservation unto the Developer and/or the owner of the land committed to the project of easement and/or license rights for electrical, gas, communications and other utility or recreational or walkway purposes and for sewer, drainage and water facilities, or for purposes of existing encroachments, over, under, along, across and through the property committed to the project, together with the right to grant to the State of Hawaii,

City and County of Honolulu, Board of Water Supply of the City and County of Honolulu or any other appropriate governmental agency or public utility, or to adjoining landowners or their lessees, or to any other individual, corporation or association, easement and/or license rights for such purposes over, under, across, along and through the property under the usual terms and conditions required by the grantee for such rights; provided, however, that such rights must be exercised in such manner as to not unreasonably interfere with the use of the project by the apartment owners, and in connection with the installation, maintenance or repair of any facilities pursuant to any such rights, the land shall be promptly restored by and at the expense of the person owning and exercising such rights to the condition existing immediately prior to the exercise thereof, and each apartment owner, by purchasing an apartment in this project, agrees that such apartment owner and any person claiming an interest in the property by, through or under such apartment owner, will, upon request, join in and execute any and all documents designating and granting any such rights.

INTEREST TO BE CONVEYED TO PURCHASER: An interest in each apartment will be conveyed to each purchaser under an apartment deed. Each apartment shall have appurtenant thereto an undivided interest in all the common elements of the project and the same proportionate share in the common profits and expenses of the project as follows:

<u>APARTMENT NO.</u>	<u>UNDIVIDED INTEREST IN COMMON ELEMENTS</u>
201	7.362
202	7.923
203	9.715
301	7.362
302	7.923
303	9.715
401	7.362
402	7.923
403	9.715
501	7.362
502	7.923
503	<u>9.715</u>
<u>TOTAL</u>	100.000%

PURPOSE OF BUILDINGS AND RESTRICTIONS AS TO USE: The Declaration and the Bylaws of the Association of Apartment Owners reflect that the apartments shall be occupied and used for residential purposes only. Apartment owners have the absolute right to rent or lease their apartments, subject to the Declaration, the Bylaws and the House Rules, provided, however, that no apartment shall be rented for hotel operations which are defined as (a) rental for a period of less than 30 days, or (b) any rental in which the occupants of the apartment are provided customary hotel services such as room service for food and beverage, maid service, laundry and linen or bellboy service, provided, further, that no apartment owner may lease less than the entire apartment.

The House Rules provide, in part: (1) Occupancy is limited to not more than two persons per bedroom contained in each apartment, except that this occupancy may be exceeded by members of the

immediate family of the owner, tenant, or lessee, provided that in no event shall the number of occupants be more than three per bedroom; (2) No fires or barbecuing will be permitted in any apartments; (3) No waterbeds shall be permitted in the apartments; and (4) Only dogs, cats, fish and small birds may be kept on the premises without prior written consent from the Board which may be revoked at any time for noncompliance with the rules.

OWNERSHIP OF TITLE: According to a Preliminary Report issued by Hawaii Escrow & Title, Inc., on December 11, 1981, title to the land and improvements committed to the project is vested in Barton Robert Becker and Margaret Wong Becker, husband and wife.

Dr. and Mrs. Becker have agreed to sell the project to the Developer under the terms and conditions of various unrecorded agreements dated July 24, 1980, which were superseded by that certain Settlement Agreement effective as of November 20, 1981, and that certain Real Property Exchange Agreement executed concurrently therewith. Fully executed copies of these documents have been furnished to the Real Estate Commission. Under these documents, Dr. and Mrs. Becker are contractually bound to close the sale of the project to the Developer prior to the transfer of units to purchasers. Although Dr. and Mrs. Becker are not involved in the development of this project in any way and should not be construed as such and do not and should not be construed or deemed to join in, attest to, or guarantee the accuracy of any of the representations, statements, or disclosures made herein or in any other related document or instrument, they have joined the Developer in filing the appropriate documents in order to submit the property to a Horizontal Property Regime.

ENCUMBRANCES AGAINST TITLE: The Preliminary Title Report dated December 11, 1981 identifies the following encumbrances on the land committed to the project:

a. Any taxes that may be due and owing and a lien on the property for same; reference is hereby made to the Office of the Tax Assessor of the First Division, City and County of Honolulu, Hawaii.

b. Reservation in favor of the State of Hawaii of all mineral and metallic mines.

c. Restrictive covenant contained in deed dated October 12, 1926, recorded in the Bureau of Conveyances of the State of Hawaii in Liber 843 at Page 208, to-wit:

"That no malt, vinous, spirituous or intoxicating liquors of any kind shall ever be sold or exposed for sale or manufactured on said premises, or any part thereof."

d. Reservation of approximately 34 square feet along Punahou Street in favor of the City and County of Honolulu, under deed dated August 24, 1970, recorded in said Bureau in Liber 7225 at Page 336.

e. Lease dated December 1, 1963, by and between Scott Fellows Abrams and Elizabeth Fellows Abrams, as lessors, and Charles Gilbert Clark and Mary Alice Clark, as lessees, recorded in Liber 4639, Page 1, which Lease by

mesne assignments was assigned to Barton Robert Becker and Margaret Wong Becker by instrument dated March 30, 1966, recorded in Liber 5302, Page 538.

f. Mortgage dated March 16, 1964, by and between Clark Enterprises, Inc., Mortgagor, and Island Federal Savings and Loan Association of Honolulu, now known as First Federal Savings & Loan Association of Hawaii, recorded in Liber 4710, Page 489, of which an undivided 75% interest was assigned to Loyola Federal Savings and Loan Association by unrecorded instrument dated December 18, 1962, and an undivided 25% interest was assigned to Loyola Federal Savings and Loan Association by instrument dated April 26, 1967, recorded in Liber 5706, Page 161 (as to leasehold interest).

NOTE: Since the issuance of the above title report issued by Hawaii Escrow & Title, Inc., Barton Robert Becker and Margaret Wong Becker and the Developer have submitted to the Real Estate Commission, fully executed, and recorded in the Bureau of Conveyances of the State of Hawaii, the Declaration of Horizontal Property Regime of The Royal Manoa, recorded in Liber 16140, Page 118, with Condominium File Plan designated as No. 838. The Declaration and Condominium File Plan are therefore encumbrances against title.

NOTE: Prior to the transfer of units to purchasers, the Lease described in item (e) above will be released and the Mortgage described in item (f) above will be released.

PURCHASE MONEY HANDLING: A copy of the executed Escrow Agreement dated September 5, 1980, identifies Hawaii Escrow & Title, Inc., a Hawaii corporation, as Escrow Agent. On examination the specimen Deposit Receipt and Sales Contract and the executed Escrow Agreement are found to be in compliance with Hawaii Revised Statutes, Section 514A-37, Section 514A-39 and Sections 514A-63 through Section 514A-66, as amended. A prospective purchaser should carefully examine the form of Sales Contract and the Escrow Agreement to determine the time for and the amount of the installment payments on the purchase price and his obligations to pay the closing costs. It is incumbent upon the purchaser to read and understand the Escrow Agreement before signing the Sales Contract since the Escrow Agreement prescribes the procedure for receiving and disbursing the purchaser's down payments and the Sales Contract provides that the purchaser approves the Escrow Agreement. Among other provisions the executed Escrow Agreement states that no money received by Escrow Agent shall be disbursed until the Seller has a valid and binding contract for the sale of the unit for which money was received and the requirements of Sections 514A-39, 514A-63, 514A-64 and 514A-66 have been met, all as provided in Section 514A-65, Hawaii Revised Statutes, as amended.

The Sales Contract, among other things, contains acknowledgments by each purchaser: (i) that the purchaser shall acquire no interest whatsoever, whether legal, equitable, or otherwise, in any land and/or improvements committed to the project unless and until the Developer has fulfilled all of the conditions of the aforesaid unrecorded agreements by and between the Developer and the current owners (Dr. and Mrs. Becker), and the Developer has acquired title to the land and improvements thereunder; (ii) that the apartment is being purchased subject to the rights of a tenant or tenants

currently occupying the apartment under a rental agreement and that as of the closing date, all rents under said rental agreement shall accrue to the benefit of purchaser; (iii) that Developer is under no obligation to remove the tenant(s) either before or after the closing date and the Purchaser agrees to provide such tenant(s) with any and all notices required by law in a timely manner, including but not limited to the notice regarding security deposits required by Hawaii Revised Statutes, Section 521-44; (iv) that the rights and obligations described in items (ii) and (iii) above shall survive closing; (v) that except as specifically provided hereinabove to the contrary, the Developer will not sponsor, arrange or promote any program for the rental or temporary use and occupancy of apartments in the project other than apartments owned by the Developer upon completion of the project, if any; (vi) that the purchaser must make any such arrangements for his apartment, if desired, without the involvement or participation of the Developer; (vii) that the Developer has not authorized agents, salesmen or brokers to make any representations as to rental or other income from any apartment or any other economic benefit, including possible advantages from the ownership of an apartment under federal or state tax laws, to be derived from the purchase of an apartment in the project; (viii) that the purchaser acknowledges that no such representations or warranties have been made and that the Developer expressly disclaims and repudiates any representation from any source as to any possible economic benefit arising from ownership of an apartment in the project; (ix) that until the Developer closes the sales of all the apartments in the project, the buyer shall not enter into any agreement with any purchaser, lessee or owner of another apartment in the project or any third party under which the buyer agrees to share rental income from apartments in the project.

The specimen Sales Contract also states: (1) All of Purchaser's right, title and interest under the Sales Agreement are and shall be subject and subordinate to the rights of the current owners, Dr. and Mrs. Becker, to retain, in the event of a default by the Developer to acquire the subject property from the current owners in accordance with the aforesaid unrecorded agreements, title to the land and improvements, which are the subject of the project, free and clear of any and all claims, liens, or encumbrances of any purchasers of apartments in this project; and (2) All of Purchaser's right, title and interest under the Sales Agreement are and shall be subject and subordinate to the lien of any mortgages or other security instruments made by Developer to any institutional lender for the purpose of securing the repayment of certain loans made to the Developer; and (3) The apartments and common elements in this project are being sold on an "as is" basis. Developer makes NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, HABITABILITY, WORKMANLIKE CONSTRUCTION OR FITNESS OF THE APARTMENT OR ANY FIXTURES, FURNISHINGS OR APPLIANCES INSTALLED THEREIN FOR A PARTICULAR PURPOSE.

It is incumbent upon the purchaser and prospective purchaser to read with care and to understand the Escrow Agreement and Sales Agreement as both agreements provide for the benefits and obligations therein outlined.

MANAGEMENT OF THE PROJECT: The Declaration of Horizontal Property Regime provides that the operation of the property shall be conducted by a responsible corporate entity as managing agent. By virtue of a Management Contract dated September 5, 1980, the initial

managing agent shall be Johnson Associates, Inc., a Hawaii corporation, whose principal place of business and post office address is Suite 1900, 700 Bishop Street, Honolulu, Hawaii.

STATUS OF PROJECT: The project involves the conversion of an existing apartment building originally constructed in 1964. Based upon the report of Mr. Elmer D. Phillips, Inspecting Architect, a copy of which has been filed with the Real Estate Commission, the building appears to be in good condition. No major discrepancies or code violations were observed in the mechanical installations consisting of water and plumbing lines. The electrical installations consisting of the ground floor panels, electrical fixtures and outlets throughout the corridors and stairs appeared to be in fair condition.

No representations are made herein or in the reports described hereinabove concerning the useful life of the existing improvements.

The Developer has filed an Affidavit with the Real Estate Commission attesting to the truth of the statements in the architect's report.

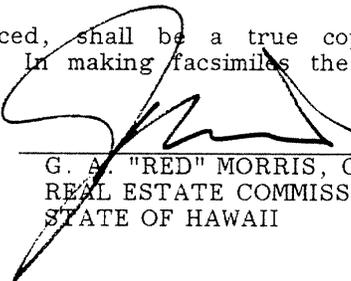
A statement from the City and County of Honolulu, Building Department, a copy of which has been filed with the Real Estate Commission, confirms that the building met the building code requirements at the time of construction. Presently, there are no outstanding notices of uncured violations of the building code.

The building is currently a rental apartment building.

The purchaser or prospective purchaser should be cognizant of the fact that this published report represents information disclosed by the Developer in the required Notice of Intention submitted January 28, 1982 and information subsequently submitted as of February 3, 1982.

This FINAL HORIZONTAL PROPERTY REGIME (CONDOMINIUM) PUBLIC REPORT is made a part of REGISTRATION NO. 1483 filed with the Commission January 28, 1982.

The report, when reproduced, shall be a true copy of the Commission's Public Report. In making facsimiles the paper stock shall be white in color.



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

Distribution:

DEPARTMENT OF FINANCE
BUREAU OF CONVEYANCES
PLANNING DEPARTMENT, CITY AND COUNTY OF HONOLULU
FEDERAL HOUSING ADMINISTRATION
ESCROW AGENT

REGISTRATION NO. 1483

February 23, 1982.

EXHIBIT A

APARTMENT BY NUMERICAL DESIGNATION
AND APPURTENANT PARKING STALL

<u>APARTMENT NO.</u>	<u>STALL NO.</u>
201	1
202	2
203	3
301	4
302	5
303	6
401	7
402	8
403	9
501	10
502	11
503	12, 13

DEVELOPER'S DISCLOSURE ABSTRACT

1. (a) PROJECT: THE ROYAL MANOA, a fee simple condominium project situate at 1603 Dole Street Honolulu, Hawaii 96822
- (b) DEVELOPER: CONDOMINIUM CORPORATION, a California corporation.
Developer's Agent:
Stanley Tobias
130 Merchant Street, Suite 1020
Honolulu, Hawaii 96813
Telephone (808) 524-5055
- (c) MANAGEMENT: JOHNSON ASSOCIATES, INC., a Hawaii corporation,
Suite 1900, 700 Bishop Street,
Honolulu, Hawaii 96813
Telephone (808) 521-8711

2. ESTIMATED ANNUAL MAINTENANCE FEES: See attached budget.

ESTIMATED MONTHLY COST PER APARTMENT: See attached budget prepared by Johnson Associates, Inc., the Managing Agent for the Project, based on generally accepted accounting principles.

NOTE: THE DEVELOPER ADVISES THAT THE COSTS AND EXPENSES OF MAINTENANCE AND OPERATION OF A CONDOMINIUM PROJECT ARE DIFFICULT TO ESTIMATE INITIALLY AND EVEN IF SUCH COSTS AND EXPENSES HAVE BEEN ACCURATELY ESTIMATED, THAT SUCH COSTS AND EXPENSES WILL TEND TO INCREASE WITH PRICE INCREASES AND THE INCREASED AGE OF THE FACILITIES.

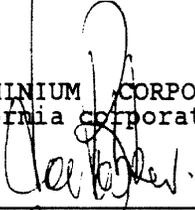
3. EXISTING IMPROVEMENTS: The Project involves the conversion of an existing apartment building originally constructed in 1964. Based upon the report of Mr. Elmer D. Phillips, Inspecting Architect (Registration No. 917), a copy of which has been filed with the Real Estate Commission, the building appears to be in good condition; no major discrepancies or code violations were observed in the mechanical installations consisting of water and plumbing lines; and the electrical installations consisting of the ground floor panels, electrical fixtures and outlets throughout the corridors and stairs appear to be in fair condition. No representations are made herein or in the reports described hereinabove concerning the useful life of said existing improvements. As indicated in that certain letter dated May 29, 1980, from Howard M. Shima,

Director and Building Superintendent, Building Department, City and County of Honolulu, a copy of which has been filed with the Real Estate Commission, the building met the building code requirements at the time of construction. Presently, there are no outstanding notices of uncured violations of the building code.

4. NO WARRANTIES: The apartments and common elements in this Project are being sold on an "as is" basis. Developer makes NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, HABITABILITY, WORKMANLIKE CONSTRUCTION OR FITNESS OF THE APARTMENT OR ANY FIXTURES, FURNISHINGS OR APPLIANCES INSTALLED THEREIN FOR A PARTICULAR PURPOSE.
5. USE OF APARTMENTS: The 12 apartments in the Project may be occupied and used only for residential purposes. Apartments shall not be used for hotel purposes and there is no commercial or non-residential use planned for the Project.

CONDOMINIUM CORPORATION, a
California corporation

By



Its *President*

STATE OF HAWAII)
) SS.
CITY AND COUNTY OF HONOLULU)

On this 5 day of September, 1980. before me appeared JOE BOBKER, to me personally known, who, being by me duly sworn, did say that he is the President of CONDOMINIUM CORPORATION, a California corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said Officers acknowledged said instrument to be the free act and deed of said corporation.


Notary Public, State of Hawaii

My commission expires: 1/4/83

THE ROYAL MANOA

PERCENTAGE OF UNDIVIDED INTEREST
IN COMMON ELEMENTS

<u>Apartment</u>	<u>Sq. Ft.</u>	<u>No. of Bdrms.</u>	<u>Undivided Interest In Common Elements</u>	<u>Est. Monthly Mtnce. Fee</u>
201	604	2	7.362	\$ 76.71
202	650	2	7.923	82.55
203	797	3	9.715	101.24
301	604	2	7.362	76.71
302	650	2	7.923	82.55
303	797	3	9.715	101.24
401	604	2	7.362	76.71
402	650	2	7.923	82.55
403	797	3	9.715	101.24
501	604	2	7.362	76.71
502	650	2	7.923	82.55
503	<u>797</u>	3	<u>9.715</u>	<u>101.24</u>
TOTAL:	8,204		100.000%	\$ 1,042.00

JOHNSON ASSOCIATES, INC.

By Dorothy C Cook
Its Property Manager

THE ROYAL MANOA

PRELIMINARY CASH OPERATING BUDGET FOR 1ST FISCAL YEAR

<u>INCOME</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
Maintenance Fee (\$ <u>10.42</u> for 1%)	\$ 1,042.00	\$ 12,504.00

** A Special Assessment of \$15.00 for 1% to be charged each buyer including resales.

EXPENSES

Administration Cost	\$ 5.00	\$ 60.00
Insurance	133.50	1,602.00
Management-Professional	90.00	1,080.00
Management-Resident	200.00	2,400.00
Payroll Taxes	15.00	180.00
Janitorial	-0-	-0-
Repair & Maintenance	25.00	300.00
Pest Control	12.00	144.00
Electric	160.00	1,920.00
Water & Sewer	125.00	1,500.00
Gas	-0-	-0-
Supplies	15.00	180.00
Other (Legal)	16.50	198.00
Trash Service	45.00	540.00
Elevator	200.00	2,400.00
<u>Total Expenses</u>	\$ <u>1,042.00</u>	\$ <u>12,504.00</u>

JOHNSON ASSOCIATES, INC.

By Sarah C. Cook
Its Property Manager

** Changed from \$100.00 per Buyer because of variation in size of apartments.

BUILDING DEPARTMENT
CITY AND COUNTY OF HONOLULU

HONOLULU MUNICIPAL BUILDING
650 SOUTH KING STREET
HONOLULU, HAWAII 96813

FRANK F. FASI
MAYOR



HOWARD M. SHIMA
DIRECTOR AND BUILDING SUPERINTENDENT
Ex80-147

May 29, 1980

Mr. Robert F. Schneider
Case, Kay & Lynch
Attorneys At Law
P. O. Box 494
Honolulu, Hawaii 96809

Dear Mr. Schneider:

Subject: Mary Alice Apartments
1603 Dole Street
Tax Map Key: 2-8-12: 39

This is in reply to your letter dated April 30, 1980 requesting confirmation that the Mary Alice Apartments met all code requirements at the time of construction.

Investigation revealed that the 5-story, 12-dwelling-unit apartment building with 13 off-street parking spaces met the code requirements when it was constructed.

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

If you have any questions regarding this matter, please contact Mr. Noboru Taketa or Mr. Robert Yakabe of this office at telephone number 523-4573.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Howard M. Shima".

HOWARD M. SHIMA
Director and Building Superintendent

ML:ct

Subscribed and sworn to
before me this 29 day of
June, 1980.

A handwritten signature in cursive script, appearing to read "Frank F. Fasi".

Notary Public in and for the
State of Hawaii First Circuit Court
My commission expires: 3-24-84



e. d. phillips & associates aia planning and design
126 QUEEN STREET / SUITE 307 / HONOLULU, HAWAII 96813 / PHONE 536-7275

September 3, 1980

Mr. Robert F. Schneider
Case, Kay & Lynch
11th Floor
First Hawaiian Bank Bldg.
Honolulu, Hawaii 96813

Dear Mr. Schneider:

ROYAL MANOA APARTMENTS

In compliance with your request, overview field surveys were conducted in the past weeks with the parking, structural, electrical, plumbing portions of the structure as prime areas of concern with regards to the conversion of this apartment building originally constructed in 1963.

Parking:

There are 13 stalls for 12 units, each to be properly marked and assigned with two spaces for Unit 3 of the 5th floor.

Structural:

Inspection consisted of a visual check of the exterior walls, stairs, columns and beams. Nowhere does any indication of cracking occur except for the top diamond head, mauka wall where cracking should be caulked.

Electrical:

Survey was confined to ground floor panels, electrical fixtures and outlets throughout public corridors and stairs. In general, existing conditions are in fair condition although immediate attention should be given to missing light fixtures and light bulbs. No smoke detectors were visible and should be provided. Each apartment seems to be individually metered. Parking and elevator areas are at a very low level lighting and the fire alarm system probably needs testing since I have nothing to indicate its functioning.

Plumbing:

No major discrepancies or violations of the Code was observed, however, some minor repairs and cleaning should be done on stop valves.

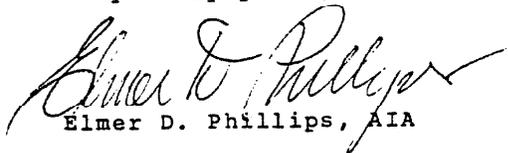
The fire protection (Hose Cabinets) system displays updated inspection tags. Cabinets show minor rusting that should be painted.

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Generally the structure, except for remedial work for a few deficiencies, is in good condition. I would however recommend a good cleanup of trash, equipment, etc., in the stairways, eyebrows, corridors and the trash receptacle of the ground floor. I would also recommend a complete new painting of the exterior walls.

Should you need additional information, please call.

Very truly yours,



Elmer D. Phillips, AIA

EDP:hht