

REAL ESTATE COMMISSION

PROFESSIONAL & VOCATIONAL LICENSING DIVISION
DEPARTMENT OF COMMERCE & CONSUMER AFFAIRS

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

FINAL HORIZONTAL PROPERTY REGIMES (CONDOMINIUM)

PUBLIC REPORT
2337 EAST MANOA
2337 East Manoa Road
Honolulu, Hawaii

Registration No. 1668 (Partial 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: MARCH 21, 1985
EXPIRES: APRIL 21, 1986

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 ON THE REQUIRED NOTICE OF INTENTION SUBMITTED FEBRUARY 27, 1985, AND INFORMATION SUBSEQUENTLY FILED AS OF MARCH 19, 1985. THE DEVELOPER, IN NOTIFYING THE COMMISSION OF ITS INTENTION TO SELL AND SUBMITTING INFORMATION ON THE PROJECT, IS COMPLYING WITH THE REQUIREMENTS OF THE HORIZONTAL PROPERTY ACT, CHAPTER 514A, HAWAII REVISED STATUTES, AS AMENDED.

1. 2337 EAST MANOA is a two-unit, fee simple condominium conversion project consisting of one (1) detached, single-family, wood frame dwellings constructed in 1911, one (1) detached single-family wood frame dwelling to be constructed as described herein and four parking stalls.

2. The Developer of the Project has filed all documents and materials deemed necessary by the Commission for the registration of this condominium Project and the issuance of this Final Public Report.

3. The basic documents (Declaration of Horizontal Property Regime and By-Laws of the Association of Owners) were executed on February 5, 1985, and have been recorded in the Bureau of Conveyances of the State of Hawaii, in Liber 18445, at Page 351 and Liber 18445, at Page 381, respectively. A copy of the floor plans has been filed as Condominium Map No. 948.

4. No advertising or promotional matter has been submitted pursuant to the Rules adopted by the Real Estate Commission.

5. The purchaser or prospective purchaser is advised to acquaint himself with the provisions of Chapter 514A, Hawaii Revised Statutes, as amended, and the Rules adopted thereunder which relate to Horizontal Property Regimes.

6. This Final Public Report is made part of the registration of the 2337 EAST MANOA condominium project. 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 prospective purchasers and of securing a signed copy of a receipt therefor.

7. This Final Public Report automatically expires thirteen (13) months after the date of issuance, MARCH 21, 1985, unless a Supplementary Public Report issues or the Commission, upon review of the registration issues an order extending the effective period of this Report.

NAME OF PROJECT: 2337 EAST MANOA

LOCATION: The site, consisting of approximately 14,786 square feet, is located at 2337 East Manoa, Honolulu, Hawaii 96822.

TAX MAP KEY NO.: First Division: 2-9-07-18

ZONING: R-4, Residential District

DEVELOPER: ABE LEE DEVELOPMENT, INC. a Hawaii corporation whose principal place of business and address is 1946 Young

Street, Suite 200, Honolulu, Hawaii 96826. Telephone:
(808) 524-3055. The officers are Abraham Lee,
President/Treasurer; and Sally Lee,
Vice-President/Secretary.

ATTORNEYS REPRESENTING DEVELOPER: LESTER G. L. WONG,
ATTORNEY AT LAW, A LAW CORPORATION, 165 South King Street,
Suite 1100, Honolulu, Hawaii 96813 Telephone: (808)
526-3033

DESCRIPTION OF PROJECT: The Declaration of Horizontal Property Regime and the plans submitted by the Developer indicate a fee simple project consisting of a 14,786 square foot parcel of land, together with the existing improvement thereon, consisting of one (1) detached, single-family unit, two stories in height, and one detached single-family dwelling, one story in height, to be constructed as hereinafter described. Both units are single-family residential dwellings constructed principally of wood, glass and allied building materials on concrete spot footings. Unit 2337 was completed in 1911 and is approximately seventy-four (74) years old. Unit 2337A will be completed in November, 1985.

Unit 2337 has access to East Manoa Road by a driveway and Unit 2337A has access to Lipioma Way over a driveway; Unit 2337 is adjacent to Unit 2337A in a southeasterly direction; reference is hereby made to the Condominium Map.

The units will be numbered in the manner shown on the Condominium Map. All unit square footage figures are approximate and are based on net living area, as measured from the interior surface of the perimeter walls.

Unit 2337, the existing dwelling is a two (2) story structure which consists of a living room, laundry, wetbar, office, lanai, one (1) bathroom and one entry or landing on the lower floor; and further consists of a living room, guest room, dining room, kitchen, sunroom, dressing room, lanai, one (1) bathroom and two (2) bedrooms on the main floor. The net floor area of Unit 2337 is approximately 3,900 square feet, exclusive of lanai. Unit 2337 has two (2) ranges, refrigerator, and two (2) water heaters.

The structure of Unit 2337 consists of redwood beams and floor joists supported on posts and concrete spot footings. The walls are double wall construction using horizontal lap siding on the exterior and gypsum plaster board on the interior. Windows are mainly sash type with some use of fixed glass, glass jalousies and sliding window types. The roof is comprised of wooden carpenters trusses with wooden sheathing and composition shingle covering. Flooring is mainly hardwood type in both the living room and bedrooms with resilient flooring in bath and kitchen areas.

Unit 2337A, to be constructed, will be a one (1) story dwelling, consisting of a living room/dining room, kitchen, two (2) bathrooms and three (3) bedrooms. The net floor area of Unit 2337A is approximately 1,040 square feet. Unit 2337A will have a range, refrigerator, and water heater.

The proposed structure of Unit 2337A consists of wood beams and joists supported on posts with concrete spot footings. The floors will be constructed of plywood which will be covered with wall to wall carpeting. Resilient floor covering will be used in the kitchen and bathrooms. The walls will be of double wall construction with plywood siding on the exterior and interior of gypsum board. Ceilings will also be constructed using gypsum board. Windows will consist of fixed glass with adjustable glass jalousies below. Some sliding and fixed glass to be used in the bath and kitchen areas. The roof is of wooden beam and rafter construction with composite shingles on plywood sheathing.

Parking for each unit is located adjacent to each unit (see Condominium Map). A two car garage for Unit 2337 is located adjacent to said unit and a two car parking pad for Unit 2337A will be constructed adjacent to said unit as delineated on said Condominium Map. No other parking will be provided.

NOTE: Each unit owner has the right to demolish, reconstruct and renovate his unit as provided in Paragraph 21 of the Declaration. Any new or renovated dwelling shall be built in accordance with the zoning ordinances and rules and regulations of the City and County of Honolulu, and shall be subject to the Procedures set forth in Paragraph 21 of the Declaration.

The unit owners also have the right to subdivide or consolidate their units and reapportion the common interest appurtenant thereto upon a duly recorded amendment to the Declaration approved by the vote or written consent of only the unit owners of the subdivided or consolidated units and their mortgagees, all as provided in Paragraph 12 of the Declaration, and provided such subdivision or consolidation is in conformance with County law.

COMMON ELEMENTS: Common elements shall include the limited common elements described below and all other portions of the Property, excluding those items defined as part of any unit hereof, but including the portion of land on which the units are located and all elements mentioned in the Horizontal Property Act which are actually constructed on the land, and specifically shall include but not be limited to:

- A. The land in fee simple;

B. All yards, grounds, planters and planting areas and landscaping;

C. The driveway, access areas, and parking areas which are limited common elements to the units;

D. All electrical and mechanical equipment and wiring and other central appurtenant installations for services, including power, lights and water;

E. All other parts of the Project existing for the common use where necessary to the existence, maintenance and safety of the Project

LIMITED COMMON ELEMENTS: Certain parts of the common elements called the "limited common elements" are designated and set aside for the exclusive use of each unit, and each unit shall have appurtenant thereto exclusive easements for the use of such limited common elements. Unless otherwise specified, all costs of every kind pertaining to each limited common element, including but not limited to, costs of landscaping, maintenance, repair, replacement and improvement, shall be borne entirely by the unit to which it is appurtenant. The limited common elements so set aside and reserved are as follows:

A. The site of each unit consisting of the land beneath and immediately adjacent thereto, as shown and delineated on said Condominium Map, including without limitation, any parking and private areas, shall be deemed a limited common element for the sole and exclusive use of the unit to which it is appurtenant.

B. Parking adjacent to each of the respective units as shown on the Condominium Map.

C. A stonewall as shown on said Condominium Map is designated as a limited common element to Unit 2337.

COMMON INTERESTS: Each dwelling shall have appurtenant thereto an undivided percentage interest in all the common elements of the Project as follows:

<u>Unit No.</u>	<u>Percentage of Common Interest</u>
2337	50%
2337A	50%

Each unit shall have said percentage interest in all common profits and expenses of the Project and for all other purposes, including voting on all matters requiring action by the unit owners.

EASEMENTS: In addition to any easements designated in the limited common elements, the units and common elements shall have and be subject to the following easements:

A. Each unit shall have appurtenant thereto non-exclusive easements in the common elements designed for such purposes for ingress to and egress from and utility services (including but not limited to electricity, water and sewer) for and in support of such units. The Association of Apartment Owners (the "Association") shall have the right, to be exercised by its Board of Directors, to change the use of the common elements or to lease or otherwise use the common elements for the benefit of the Association, all as provided and limited by the Horizontal Property Act, subject to the exclusive use of the limited common elements as provided in the Declaration.

B. If any common element now or hereafter encroaches upon any unit, a valid easement for such encroachment and maintenance thereof, so long as it continues, does and shall exist. If any building or other improvement shall be partially or totally destroyed and then rebuilt, minor encroachments by any common elements upon any or limited common element due to reconstruction, shall be permitted, and valid easements for such encroachments and the maintenance thereof, so long as they continue, shall exist. PROVIDED, that in no event shall a valid easement for encroachment be created in favor of the owner of any unit or in favor of any owner of the common elements if such encroachment occurred due to the negligence or misconduct of said owner or owners.

C. The Association shall have the right, to be exercised by its Board of Directors or the managing agent, if any, to enter each unit 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 necessary to prevent damage to any unit or common element.

D. The Developer reserves the right to grant to any public or governmental authority rights of ways and other easements, which are for the sole benefit of the Project, or which do not materially interfere with the use nor materially impair the value of, any unit, over, across, under and through the common elements and limited common elements for lines and other transmission facilities and appurtenances for electricity, gas, telephone, water, sewer, drainage and other public services and utilities, and rights to enter for the purpose of installing, repairing, altering and removing such lines and facilities and of trimming any trees in the way thereof; PROVIDED, the Association, through the Board of Directors, with the consent or agreement of any holder of any then-existing easement affected thereby, is

authorized to grant, convey, transfer, cancel, relocate deal with any and all such public services and utilities easements now or hereafter located on or affecting the Project.

PURPOSE OF BUILDINGS AND RESTRICTIONS AS TO USE: The Declaration provides that the units of the Project shall be occupied and used only as private residential dwellings by the respective owners thereof, their families, domestic servants, personal guests and tenants, and for no other purposes.

The proposed House Rules provide in part: (1) that no livestock, poultry or other animals or pets whatsoever shall be allowed or kept in any part of the Project, except for one dog or one cat, aquarium fish and a pair of small birds, subject to conditions more particularly set forth in the House Rules; (2) no inflammable oils or fluids shall be stored in any part of the Project; (3) all units shall be occupied by no more than five (5) persons for two (2) bedroom units and six (6) persons for three bedroom units; and (4) running, jumping, skateboarding, bicycling, roller skating and playing of any sort is prohibited in the driveway, parking areas and other common areas of the Project.

OWNERSHIP OF TITLE: A Commitment for Title Insurance issued by Island Title Corporation, dated January 19, 1985, indicates that title to the land is vested in ABE LEE DEVELOPMENT, INC., a Hawaii corporation, the Developer.

ENCUMBRANCES AGAINST TITLE: Said Commitment for Title Insurance dated January 19, 1985, indicates the following encumbrances:

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

2. Real Property Mortgage dated January 16, 1985, recorded on January 18, 1985, in Book 18397, Page 342, made by ABE LEE DEVELOPMENT, INC., a Hawaii corporation, as Mortgagor, to HAWAIIAN TRUST COMPANY, LTD., and GENEVIEVE FRAIMAN, wife of Arnold Guy Fraiman, Co-Trustees under that certain unrecorded Trust Agreement dated March 31, 1975, as amended.

3. Real property taxes as may be due. The Developer states that any delinquent real property taxes and all mortgages shall be paid and/or released before conveying units to individual buyers.

In addition, the restrictions on use and other restrictions and all other covenants, agreements, obligations, conditions, reservations, easements and other provisions set forth in Declaration of Horizontal Property Regime dated February 5, 1985, were recorded in the Bureau

of Conveyances in Liber 18445, Page 351, and the By-Laws were recorded in Liber 18445, Page 381. The Project is covered by Condominium Map No. 948.

PURCHASE MONEY HANDLING: An executed Escrow Agreement dated March 1, 1985, identifies Island Title Corporation as the escrow agent. Upon examination, the executed Escrow Agreement and specimen sales contract are found to be in conformance with Chapter 514A, Hawaii Revised Statutes, as amended, and particularly §§ 514A-37, 514A-39, 514A-40, 514A-63 and 514A-65. Among other provisions, the Escrow Agreement provides that the escrow agent shall refund to purchaser all of the purchaser's funds, without interest, less a cancellation fee of TWENTY-FIVE AND NO/100 DOLLARS (\$25.00), if purchaser shall request refund of his funds and such refund is permitted by the Escrow Agreement, sales contract or law.

It is incumbent upon the Purchaser and prospective Purchasers to read and understand the Escrow Agreement before executing the sales contract since the Escrow Agreement prescribes the procedure for receiving and disbursing purchaser's funds.

Among other provisions, the specimen sales contract provides that the Developer makes NO WARRANTIES AS TO ANY DEFECTS IN THE UNITS AND THE COMMON ELEMENTS OF THE PROJECT.

NOTE: The Disclosure Abstract, which is attached hereto, provides that Unit No. 2337 will be sold "as is" and no warranties exist. Purchasers are advised to conduct their own inspection of the unit they desire to buy. Unit No. 2337A is to be built and will have the standard contractor's warranties.

MANAGEMENT OF THE PROJECT: The By-Laws provide that the operation of the Project shall be conducted for the Association of Owners under the direction of its Board of Directors by a responsible managing agent. No managing agent has been appointed as of the date of this Report and none is contemplated since the Declaration provides that the owner of each unit shall be solely responsible for the maintenance, repair, replacement and restoration of such unit, appurtenant limited common elements and its parking area. The Association shall be responsible for all common elements of the Project which are not limited common in nature and fees will then be assessed as necessary. Thus, monthly maintenance fees are not contemplated at this time.

STATUS OF PROJECT: The Developer estimates that the units were constructed as follows: Unit 2337 was constructed in 1911 and is approximately seventy-four (74) years old. Unit 2337A will be constructed and is scheduled for completion in September, 1985.

According to a letter from the Building Department, City and County of Honolulu, dated January 14, 1985, the existing unit was built in accordance with code requirements at the time of construction and no variances or special permits were granted. There was no mention of any outstanding notices of uncured violations of the building code or other municipal regulations of the City and County of Honolulu.

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 February 27, 1985 and information subsequently filed as of March 19, 1985.

This is the FINAL HORIZONTAL PROPERTY REGIME (CONDOMINIUM) PUBLIC REPORT which is made a part of Registration No. 1668 filed with the Commission on February 27, 1985. This Report, when reproduced, shall be a true copy of the Commission's Public Report. The paper stock used in making facsimiles must be white.


for
G.A. "REDY" 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. 1668

March 21, 1985