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

2924 MANOA
2924 Manoa Road
Honolulu, Hawaii 96822

Registration No. #1745

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, 1986
EXPIRES: April 21, 1987

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 March 12, 1986, AND INFORMATION SUBSEQUENTLY FILED AS OF March 17, 1986. 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.

RECO Form 23 (Rev. 6-63)

1. 2924 MANOA is a two-unit, fee simple condominium project consisting of two (2) existing detached, single-family, wood frame dwellings as described herein. The units were built in 1956 and 1985. Each unit has a two car garage.

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 December 5, 1985, and have been recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii, as Document Nos. 1356641 and 1356642, respectively. A copy of the floor plans has been filed as Condominium Map No. 582.

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 2924 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, 1986, 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: 2924 MANOA

LOCATION: The site, consisting of approximately 8,718 square feet, is located at 2924 Manoa Road, Honolulu, Hawaii 96822.

TAX MAP KEY NO.: First Division: 2-9-31-4

ZONING: R-4, Residential District

DEVELOPER: HARRY S. H. AU, whose address is [redacted]

ATTORNEY 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 8,718 square foot parcel of land, together with two (2) detached, single-family units, two stories in height as hereinafter described. Both units are single-family residential dwellings constructed principally of wood, glass and allied building materials. Unit 2924 was built in 1956 and 2924A was completed in August, 1985.

Unit 2924 is a two-story dwelling consisting of living room/dining room , kitchen, lanai, one (1) bathroom, three (3) bedrooms and a two car garage on the first floor and a playroom and storage in the basement. The net floor area of Unit 2924 is approximately 1643 square feet.

Unit 2924 consists of fir beams and floor joists supported both on posts/concrete spot footings and CMU walls. The dwelling walls are single wall construction using vertical redwood tongue and groove. Windows are mainly sash type with some use of fixed glass and glass jalousies. The roof is comprised of wooden carpenter's trusses with wooded sheathing and aluminum shingles. Flooring is mainly hardwood plank type in both the living room and bedrooms overlaid with carpet and resilient flooring utilized in bath and kitchen areas.

Unit 2924A is a two-story dwelling consisting of a living room, dining room, kitchen, patio, work shop, one (1) bathroom, two (2) bedrooms and a two car garage on the first floor and one (1) bedroom on the second floor. The net floor area of Unit 2924A is approximately 1604 square feet.

Unit 2924A consists of fir beams and joists on concrete slab on grade with some CMU retaining and support walls. The floor consists of plywood hardwood plank and the concrete slab. Most areas are covered with wall to wall carpeting, resilient floor covering is used in the bathrooms. Ceramic tile is used in the foyer and kitchen. The walls are double wall construction with plywood siding on the exterior and interior of gypsum board. The ceiling is also constructed of gypsum board. Windows consists of fixed glass with adjustable redwood and glass jalousies. The roof is of wooden beam and the rafter construction with mineral composition shingles on plywood sheathing. The garage roof is plywood sheathing with built-up asphalt/felt and mineral cap sheet.

Parking for each unit is provided by a two-car garage for each unit (see 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 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.

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

Unit No.	Percentage of Common Interest
2924	50%
2924A	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 apartment 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 or 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 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) that no inflammable oils or fluids shall be stored in any part of the Project; (3) that 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) that 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 Preliminary Report issued by Island Title Corporation, dated December 5, 1985, indicates that title to the land is vested in HARRY H. S. AU and HATSUE AU.

ENCUMBRANCES AGAINST TITLE: Said Preliminary dated December 5, 1985, indicates the following encumbrances:

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

2. Real Property Mortgage filed March 21, 1985, in the Office of the Assistant Registrar of the Land Court of the State of Hawaii, as Document No. 1288959 to secure the repayment of $103,000.00, and any additional advances and other amounts secured thereby by Harry H. S. Au and Hatsue Au, husband and wife, as Mortgagors and First Federal Savings and Loan Association of America, as Mortgagee.

3. Real property taxes as may be due.

4. Easement 3 over Lot 4, as shown on Map 7, as set forth by Land Court Order No. 13632, filed March 31, 1955.

5. A 10-foot building setback line, as shown on Map 7 of Land Court Application No. 157.

6. An easement to construct underground sewer pipe lines in favor of the City and County of Honolulu,

dated August 4, 1955, in the Office of the Assistant Registrar of the Land Court, State of Hawaii, as Document No. 180302.

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 December 31, 1985, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii, as Document No. 1356641. The Project is covered by Condominium Map No. 582.

PURCHASE MONEY HANDLING: A waiver of the escrow agreement was requested and granted based upon the fact that the developer [redacted], will be selling Unit 2924A to his son, and son has waived his rights to escrow. Upon examination, the specimen sales contract is 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.

NOTE: The Disclosure Abstract, which is attached hereto, provides that Unit 2924A, to be built, will have a one year standard contractor's warranties. Unit 2924 is sold "as is".

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: Unit 2924 was constructed in 1956. Unit 2924A was completed in August, 1985. A letter from the City Building Department dated June 27, 1985 verifies that no special permits or deviations from code were granted and that the dwellings met all code requirements at the time of construction. However, purchasers are urged to check with appropriate governmental agencies concerning any contemplated changes, modifications and/or reconstruction.

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 March 12, 1986 and information subsequently filed as of March 17, 1986.

This is the FINAL HORIZONTAL PROPERTY REGIME (CONDOMINIUM) PUBLIC REPORT which is made a part of Registration No. 1745 filed with the Commission on March 12, 1986. 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.

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
Escrow Agent
Federal Housing Administration

Registration No. 1745

March 21, 1986

DEVELOPER'S DISCLOSURE ABSTRACT

Name and Address of Project:

Name: 2924 MANOA
Address: 2924 MANOA ROAD, HONOLULU, HI. 96822

Name, Address and Telephone Number of Developer and Project Manager

Developer: HARRY S.H. AU
2924 Manoa Road
Honolulu, Hawaii 96822
(808) 988-5080

Maintenance Fees: There will be no maintenance fees. 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. All costs pertaining to each common element shall be borne equally by each owner.

Use: The project will contain 2 fee simple units. All of the units shall be used only for residential purposes consistent and in conformance with the aforesaid Declaration.

Warranties: The existing units were constructed in 1956 and 1985. NO WARRANTIES EXIST FOR UNIT 2924. NO WARRANTIES FOR FITNESS OR USE OR MERCHANTABILITY OR ANY OTHER ARE MADE AS TO EITHER UNIT NO. 2924 OR COMMON ELEMENTS OF THE PROJECT. PURCHASERS ARE ADVISED TO CONDUCT THEIR OWN INSPECTION OF THE UNITS THEY DESIRE TO PURCHASE. THE UNIT NO. 2924 IS SOLD "AS IS". UNIT 2924A HAS THE STANDARD CONTRACTOR'S WARRANTIES.

Disclosure: Based upon the report of an independent registered engineer, the Developer represents that the dwellings and all of their structural components and mechanical and electrical installations material to the use and enjoyment of the condominium project are in accordance with the plans and specifications originally filed with the Building Department of the City and County of Honolulu; are in good condition; and contain the following components: Plumbing and electrical fixtures and related piping and wiring. The developer further represents that the dwellings are constructed of concrete and wood which appear in good condition. The developer believes that the present condition of all structural components and mechanical and electrical installations material to the use and enjoyment of the condominium are good. NO OTHER REPRESENTATIONS CAN BE MADE REGARDING THE EXPECTED USEFUL LIFE OF THE STRUCTURAL COMPONENTS AND MECHANICAL AND ELECTRICAL INSTALLATIONS.

The Developer knows of no outstanding notices of uncured violations of building codes or other municipal regulations regarding the dwellings or the Project.

Dated this 31st day of December, 1985.

HARRY S.H. AU

Harry S H. Au

Developer