

# REAL ESTATE COMMISSION

PROFESSIONAL & VOCATIONAL LICENSING DIVISION  
DEPARTMENT OF REGULATORY AGENCIES

STATE OF HAWAII

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

## PRELIMINARY HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT

on  
MAKIKI MANOR  
1130 Wilder Avenue  
Honolulu, Hawaii

REGISTRATION NO. 218

### 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 but may only take reservations therefor after

- (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: November 12, 1968

Expires: December 12, 1969

#### SPECIAL ATTENTION

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

THE REPORT REFLECTS INFORMATION DISCLOSED IN THE REQUIRED NOTICE OF INTENTION SUBMITTED JULY 30, 1968 AND INFORMATION SUBSEQUENTLY FILED AS LATE AS NOVEMBER 8, 1968. THE DEVELOPER, BY NOTIFYING THE COMMISSION OF HIS INTENTION TO SELL, IS COMPLYING WITH THE REQUIREMENTS OF THE HORIZONTAL PROPERTY ACT AND AMENDMENTS THERETO BY ACT 244 (L. 1967) EFFECTIVE JUNE 6, 1967.

1. MAKIKI MANOR is a proposed leasehold condominium project consisting of forty (40) condominium dwelling units arranged throughout a single twenty-story residential apartment building. Sixty (60) parking stalls are available.
2. The Developer of the project has submitted to the Commission for examination all documents deemed necessary for the registration of a condominium project and issuance of this Preliminary Public Report.

3. The basic documents (Declaration of Horizontal Property Regime, By-Laws of Association of Apartment Owners and a copy of the approved Floor Plans) have not been filed in the office of the recording officer.
4. No advertising or promotional matter has 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 170A, Revised Laws of Hawaii 1955 (as amended, particularly ACT 244, L. 1967, effective June 6, 1967) and the Condominium Rules and Regulations which relate to Horizontal Property Regime.
6. This Preliminary Public Report automatically expires thirteen (13) months after date of issuance, November 12, 1960, 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: MAKIKI MANOR

LOCATION: The approximate 19,980 square feet of leasehold property to be committed to the regime is situated near and on the mauka (northeasterly) side of the eleven hundred block of Wilder Avenue, between Pensacola Street and Piikoi Street, at Honolulu, City and County of Honolulu, Oahu, Hawaii.

TAX KEY: FIRST DIVISION 2-4-30-51

ZONING: Hotel-Apartment  
200% Density (enclosed area)

DEVELOPER: WMF Associates, a joint venture between WGW Corporation, GAF Corporation, and Condominium Development Corporation, whose post office address is Room 209, 931 University Avenue, Honolulu, Hawaii. WMF Associates has not been registered as a partnership with the Business Registration Division, State of Hawaii; however, the three corporations comprising the joint venture are registered Hawaii corporations.

ATTORNEY REPRESENTING DEVELOPER: Pratt, Moore, Bortz and Case  
(Attention: Mr. Paul F. Cronin), P. O. Box 494, Honolulu, Hawaii.  
Telephone 567-261.

DESCRIPTION: The specimen Declaration of Horizontal Property Regime reflects that the project is to consist of the lease land located at 1130 Wilder Avenue and a building containing forty (40) apartments. The building will be constructed of reinforced concrete and has twenty (20) living levels and a basement. The building, exclusive of parking, will cover approximately 3,500 square feet of land area. There will be sixty (60) parking stalls of which twenty (20) are located on the first floor level and are uncovered, twenty stalls are located on the basement level and are covered, and the remainder are located on the driveways and are uncovered. The stalls are numbered 1 to 60 as shown on the Plan. In addition two (2) stalls are unnumbered and will be used as guest parking, subject to the twelve (12) foot setback fronting Wilder Avenue.

Access to the living area is through a lobby into an elevator on the basement level. A swimming pool is also located on the basement level. Stairs, storage areas, restrooms, transformer room and electrical and mechanical rooms constitute the remainder of the basement area.

In addition to parking areas on the first floor level, there are two apartments. Each of the remaining nineteen floors have two apartments apiece. Each apartment contains approximately 1,371 square feet of area which is partitioned into a living room, a kitchen, two bedrooms, two bathrooms, and 2 lanais. Each apartment has access to a corridor in the middle of the building which contains two elevators and leads to a stairway descending to the basement level.

The apartments are numbered and situated as follows:

<u>LEVEL</u>	<u>APARTMENT NO.</u>
First	101, 102
Second	201, 202
Third	301, 302
Fourth	401, 402
Fifth	501, 502
Sixth	601, 602
Seventh	701, 702
Eighth	801, 302
Ninth	901, 902
Tenth	1,001, 1,002
Eleventh	1,101, 1,102
Twelfth	1,201, 1,202
Thirteenth	1,401, 1,402
Fourteenth	1,501, 1,502
Fifteenth	1,601, 1,602
Sixteenth	1,701, 1,702
Seventeenth	1,801, 1,802
Eighteenth	1,901, 1,902
Nineteenth	2,001, 2,002
Twentieth	PH-1, PH-2

Apartment numbers ending with "01" are on Wilder Avenue or the makai side of the building, and apartment numbers ending with "02" are on the mauka side of the building.

**COMMON ELEMENTS:** The specimen Declaration reflects that the common elements consist of (a) the land; (b) the foundations, columns, beams, supports, rock and concrete retaining walls, all walls with the exception of the finished surfaces inside each apartment and interior partitions which shall be elements of the respective apartments, the stairs and stair landings, the vehicular entry and exit to the parking area, the pedestrian entrances and lobby, all other concrete walks, planting areas, and gardens giving access to the various buildings and the pedestrian entrances from the parking area, and the walkways onto which each apartment directly opens; (c) the roofs, yards, gardens, swimming pool and pool equipment, storage areas not specifically included in any apartment, laundry rooms and equipment, maintenance shops and equipment, recreation rooms and equipment, parking stalls and area (provided, however, parking stalls other than guest stalls are limited common elements appertaining to specific apartments), and the bathrooms on the basement level; (d) central and appurtenant installations for services such as plumbing, sprinkler system, telephone equipment, electrical installations, television antenna system, and all ducts and fans, and two automatic passenger elevators with elevator housing and equipment; (e) all intangible personal property, choses in action, debts, monies, reserves, funds, and other assets held by the Association of Apartment Owners for the benefit of several apartment owners; and (f) all other parts of the property necessary or convenient to its existence, maintenance and safety, or normally in common use and which are not a part of any apartment.

**LIMITED COMMON ELEMENTS:** The specimen Declaration reflects that the limited common elements reserved for the exclusive use of certain apartments consist of the corridors on each level appurtenant to and for the exclusive use of apartments on that floor. Parking stalls, as designated in each apartment lease, shall be appurtenant to and for the exclusive use of that apartment.

**INTEREST TO BE CONVEYED PURCHASER:** The specimen Declaration states that the percentage undivided interest in the common elements appertaining to each apartment shall be 2.5%. Each apartment's share in the common profits, its share of the common expenses and its vote shall be in proportion to its undivided interest in the common elements.

**PURPOSE OF BUILDING AND RESTRICTIONS AS TO USE:** The specimen Declaration states that the apartments shall be used only as private dwellings by the respective owners, their tenants, families, domestic servants and social guests. Occupancy of a single apartment on a permanent basis is restricted to five persons. Each owner and his tenants, families, domestic servants and social guests, shall comply with the By-Laws of the Association of Apartment Owners, the House Rules, and all covenants, restrictions, terms and conditions set forth in the Declaration.

OWNERSHIP TO TITLE: The Notice of Intention reflects that ownership to fee title is vested in Violet Hee Yuen Choy Lum, and leasehold title is vested in Gladys Lum, Frederick Y. C. Lum, Charles T. C. Lum and Richard M. C. Lum.

A copy of the Certificate of Title prepared by the Abstractor, Long & Melone, Ltd., on July 15, 1968 certifies that leasehold title to the land is vested in Gladys W. H. Lum, Frederick Y. C. Lum, Charles T. C. Lum (all unmarried), and Richard M. C. Lum (husband of Susan Young Lum) as Joint Tenants. The land was leased to the above persons by Violet Hee Yuen Choy Lum, widow, by Lease dated March 30, 1968, for a term of 66 years from January 1, 1968 and to terminate December 31, 2034. Said Lease, dated March 30, 1968, is recorded in Liber 6021, Page 340.

Note: Developer has submitted to the Commission a copy of an unrecorded Agreement dated July 3, 1968 by and between Gladys W. H. Lum, Frederick Y. C. Lum, Charles T. C. Lum, and Richard M. C. Lum, as "Lessor," and WWF Associates, a joint venture between WCU Corporation, GAF Corporation, and Condominium Development Corporation, as "Lessee." Said Agreement grants Lessee exclusive and irrevocable right and option to an assignment of the leasehold interest in the land committed to this project. To this date, Developer has not exercised his option to lease.

ENCUMBRANCES AGAINST TITLE: The Certificate of Title dated July 15, 1968 prepared by Abstractor, Long & Melone, Ltd., identifies the land as two parcels of land with a combined land area of 19,980 square feet. Parcel First, which contains an area of 18,731 square feet, is situated near the Northeastly side of Wilder Avenue, between Pensacola Street and Piikoi Street, at Honolulu, City and County of Honolulu, Oahu, Hawaii. Parcel Second, which contains an area of 1,199 square feet, is situated on the Northeastly side of Wilder Avenue between Pensacola Street and Piikoi Street, at Honolulu, City and County of Honolulu, Oahu, Hawaii.

The Certificate of Title certifies that the leasehold title to the land is, as of July 15, 1968, vested in Gladys W. H. Lum, Frederick Y. C. Lum, and Charles T. C. Lum (all unmarried), and Richard M. C. Lum (husband of Susan Young Lum) as Joint Tenants, excepting only the estates, interests, liens or encumbrances as follows:

Terms and conditions contained in said Lease, dated March 30, 1968, are recorded in Liber 6021, Page 340.

AS TO PARCEL SECOND ONLY: In the event "Parcel Second" shall be taken by the City and County of Honolulu, a municipal corporation, for the widening of Waiialae Avenue, said Parcel Second shall be subject to provisions of this lease and particularly to the paragraph entitled "Eminent Domain" SAVE AND EXCEPT that the rental reserved herein shall not be reduced by virtue of any taken or condemnation.

CURRENT YEAR TAXES: 1st Installment of \$1,114.70 is due on June 10, 1968.  
2nd Installment pending.

Note: The Commission has ascertained that taxes up to June 10, 1968 have been paid.

PURCHASE MONEY HANDLING: A copy of the executed Escrow Agreement dated July 25, 1968 identifies Title Guaranty Escrow Services, Inc., a Hawaii corporation, as "Escrow." On examination, the specimen Reservation and Purchase Agreement and executed Escrow Agreement are found to be in compliance with Chapter 170A, Revised Laws of Hawaii, and particularly Sec. 170A-33., and Sec. 170A-33.1 through 170A-33.5 as incorporated in the Horizontal Property Act through ACT 244 (L. 1967) effective June 6, 1967.

Among other provisions the specimen Reservation and Purchase Agreement and the Escrow Agreement reflects that a purchaser shall be entitled to a refund of his funds if any one of the following shall have occurred: (a) Escrow receives a written request from seller to return to purchaser the funds of such purchaser then held by Escrow; or (b) If a purchaser's funds were obtained prior to issuance of a final public report and if there is any change in the condominium building plans, subsequent to the execution of purchaser's sales contract, requiring the approval of a county officer having jurisdiction over the issuance of permits for construction of buildings, unless the purchaser has given written approval or

acceptance of the specific change; or (c) If a purchaser's funds were obtained prior to the issuance of a final public report and the request is prior to the time the final public report is issued; or (d) If the final public report differs in any material respect from this preliminary public report unless the purchaser has given written approval or acceptance of the difference; or (e) If the final public report is not issued within one year from the date of issuance of this preliminary public report.

In addition, the specimen Reservation and Purchase Agreement provides that purchaser may terminate the agreement if the condominium project is not completed within 18 months from September 1, 1968 provided, however, that the 18-month period may be extended for up to one year for periods when construction is actually and necessarily delayed by fire, earthquake, acts of God, the elements, war, civil disturbance, labor strikes or disruptions, shortages of labor or materials or other conditions reasonably beyond seller's control.

It is incumbent upon the purchaser and prospective purchaser that he reads with care the Reservation and Purchase Agreement and the Escrow Agreement. The Escrow Agreement establishes how the proceeds from the apartment units and all sums received from any source are placed in trust, as well as the retention and disbursement of said trust funds.

MANAGEMENT AND OPERATIONS: The specimen By-Laws of the Association of Apartment Owners of Makiki Manor states that the Board of Directors shall annually employ a responsible Hawaii corporation as Managing Agent to manage and control the project subject at all times to direction by the Board, at such compensation as the Board may establish, subject to prior approval of every such employment contract by a majority of apartment owners.

Developer advises that on June 21, 1968, WWF Associates entered into a Property Management Agreement with First Management and Sales, Inc., a Hawaii corporation, naming said corporation as managing agent.

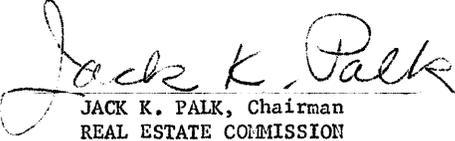
STATUS OF PROJECT: A building contract was executed on June 14, 1968 between WWF Associates, as owner, and the Winstedt Construction Company, Inc., the contractor, and it is anticipated that construction will commence in January 1969. Construction time for Makiki Manor is estimated to be within 360 calendar days after notice to proceed.

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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 July 30, 1968 and information subsequently filed as late as November 8, 1968.

This PRELIMINARY HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT is made a part of REGISTRATION NO. 213 filed with the Commission on July 30, 1968.

The report, when reproduced, shall be a true copy of the Commission's public report. The paper stock must be yellow in color.

  
JACK K. PALK, Chairman  
REAL ESTATE COMMISSION  
STATE OF HAWAII

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Distribution:  
DEPARTMENT OF TAXATION  
BUREAU OF CONVEYANCES  
PLANNING DEPARTMENT, CITY & COUNTY OF HONOLULU  
FEDERAL HOUSING ADMINISTRATION  
ESCROW AGENT

November 12, 1968  
Registration No. 213

