

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

on
1111 WILDER
1111 Wilder Avenue
Honolulu, Hawaii 96822

REGISTRATION NO. 228

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: December 13, 1968
Expires: January 13, 1970

SPECIAL ATTENTION

A comprehensive reading 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:

THE REPORT REFLECTS INFORMATION DISCLOSED IN THE REQUIRED NOTICE OF INTENTION SUBMITTED SEPTEMBER 27, 1968 AND INFORMATION SUBSEQUENTLY FILED DECEMBER 2, 1968. THE DEVELOPER, IN 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. 1111 WILDER is a proposed leasehold condominium project consisting of 38 residential apartment units, all of which will be sold upon and subject to the terms and provisions of seventy-five year apartment leases to be issued by Minnie H. Newton, Lessor. The sales contract provides that the term of the leases commences upon notification to the Buyer that the project has sufficient funds to pay the total cost of the project; provided, however, that the sales contract provides that Developer is responsible for all liabilities under the leases until the second publication of the Notice of Completion.
2. The Developer of the project has filed all documents and materials deemed necessary by the Commission for the registration of this proposed condominium.

3. Advertising and promotional matter required to be filed pursuant to the rules and regulations promulgated by the Commission has or will be submitted prior to public exposure.
4. The Developer has advised the Commission that the property was submitted to Horizontal Property Regime by Declaration of Horizontal Property Regime on file in the Bureau of Conveyances of the State of Hawaii in Liber 6317, Page 384, and as shown on Condominium Map No. 118.
5. The prospective purchaser is advised to acquaint himself with the provisions of Chapter 170-A, Revised Laws of Hawaii 1955, as amended, and the rules and regulations promulgated thereunder which relate to Horizontal Property Regime.
6. This Final Public Report automatically expires thirteen (13) months after the date of issuance, December 13, 1968, 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: 1111 WILDER

LOCATION: 1111 Wilder Avenue, Honolulu, Hawaii 96822. The site, comprising 18,979 square feet, is located on the Diamond Head-makai corner at the intersection of Wilder Avenue and Pensacola Street.

The City and County of Honolulu has indicated it may condemn a strip comprising approximately 1,883 square feet adjacent to the street, as indicated on that Map dated May 1, 1968, prepared by Wright, Harvey & Wright, Civil Engineers and Land Surveyors, on file with the Real Estate Commission.

TAX MAP KEY: FIRST DIVISION 2-4-19-15

ZONING: Hotel-Apartment

DEVELOPER: 1111 Wilder, a joint venture consisting of Dillingham Development Corporation and Young-Won Enterprises, a limited partnership in which Kenneth M. Young and Philip W. Won are general partners.

Dillingham Development Corporation:
 Lowell S. Dillingham, President
 Donald H. Graham, Vice President
 A. P. Sereno, Vice President
 George Henrickson, Vice President
 Young-Won Enterprises:
 Kenneth M. Young
 Philip W. Won

ATTORNEY REPRESENTING DEVELOPER: Carlsmith, Carlsmith, Wichman and Case (Attention - J. Thomas Van Winkle), Tenth Floor, City Bank Building, Honolulu, Hawaii, Telephone No. - 531-2071.

GENERAL DESCRIPTION OF PROJECT: Plans submitted by the Developer indicate a 20-story reinforced concrete building located on 18,979 square feet of land.

Each residential apartment shall include an adjacent lanai as shown on the Condominium Map. Each apartment is equipped with a side-by-side refrigerator-freezer, drop-in range with self-cleaning oven, disposal, dishwasher, washer and dryer, and wall-to-wall carpeting and drapery casements in all rooms except the kitchen and bathrooms. Vinyl-asbestos tile is provided in the kitchen and bathrooms.

BUILDING DESCRIPTION BY FLOOR: The building shall have twenty (20) floors with the first floor being essentially for parking purposes only and the second through twentieth floors being essentially for residential apartment purposes; the elevator machinery room is located on the roof of the building.

The first floor has thirty-eight (38) parking stalls, tenant storage cubicles, mechanical-electrical equipment, storage and other similar service spaces and stairwell.

The second through twentieth floors contain two (2) two-bedroom units per floor, mechanical-electrical equipment and other service spaces.

MATERIALS: The principal materials used in the construction of the building are concrete, concrete blocks, aluminum, glass, steel, wooden doors and trim.

LOCATION, AREA, PERCENTAGE INTEREST OF APARTMENTS: The building is shaped like a rectangle.

The building contains thirty-eight (38) residential apartments. Each apartment except the penthouse apartments has been given a one digit and letter designation by which its location in the building can be determined. The digit indicates the floor on which the apartment is located, and the letter designates the location of the apartment on a floor. For example, apartment 2-A is located on the north side of the second floor, i.e., first floor containing apartments. Digits for the twentieth floor are designated as "PH-A" and "PH-B", respectively. For example, apartment PH-B is located on the south side of the twentieth floor, i.e., nineteenth floor containing apartments.

The location, area (as designated in the Declaration "gross floor area" of an apartment includes the area of the private entry, balconies and lanais), number of rooms and undivided percentage interest ownership in the common elements of each apartment are as follows:

Apartments 2-A, 3-A, 4-A, 5-A, 6-A, 7-A, 8-A, 9-A, 10-A, 11-A, 12-A, 13-A, 14-A, 15-A, 16-A, 17-A, 18-A, 19-A, PH-A, and Apartments 2-B, 3-B, 4-B, 5-B, 6-B, 7-B, 8-B, 9-B, 10-B, 11-B, 12-B, 13-B, 14-B, 15-B, 16-B, 17-B, 18-B, 19-B, PH-B contain a gross floor area of approximately 1,020 square feet each and a net floor area of approximately 833 square feet each; the A units are located on the north side and the B units are located on the south side, all with access to the elevator lobby of the floor; have six (6) rooms; and each shall have an undivided fractional interest ownership in all common elements of one-thirty-eighth (1/38th).

Common Elements: Common elements will include the limited common elements hereinafter described and all other portions of the land and improvements, other than the apartments, including the apartment building, the land on which it is located and all elements mentioned in the Horizontal Property Act which are actually constructed on the land described in the Declaration of Horizontal Property Regime, and specifically shall include, but shall not be limited to: (a) said land in fee simple; (b) all foundations, columns, girders, beams, supports, bearing walls, corridors, fire escapes, entry halls, stairs, walkways, entrances and exits of said building; (c) the roofs; (d) all yards and refuse areas; (e) all driveway and parking areas; (f) all ducts, electrical equipment, wiring and other central and appurtenant installations for services including power, light, cold and hot water, air conditioning, television antenna, refuse and telephone; (g) automatic electric passenger elevators with elevator housing and appurtenant equipment; (h) swimming pool; (i) the equipment and storage rooms; (j) central gas hot water heating system.

Limited Common Elements: Certain parts of the common elements, called and designated "limited common elements", are set aside and reserved for the exclusive use of certain apartments, and such apartments shall have appurtenant thereto exclusive easements for the use of such limited common elements. The limited common elements so set aside and reserved are as follows: (a) One (1) parking space for each apartment shall be appurtenant to and for the exclusive use of such apartment; the Lessee reserves the right to designate the particular parking space to be appurtenant to an apartment; (b) the corridors and elevator lobbies, trash chutes and utility rooms on each apartment floor on and above the second floor are restricted for the use of the apartment owners living on each floor; (c) the storage facilities to be designated by Developer as appurtenant to particular apartments shall be appurtenant to such apartments; and (d) all load-bearing walls within the perimeter walls of an apartment and the perimeter walls of an apartment, whether load-bearing or non-load-bearing, shall be appurtenant to the apartment in which they are located.

INTEREST TO BE CONVEYED TO PURCHASER: Each apartment shall include all the walls and partitions within its perimeter walls; any glass windows or panels along the perimeter; the perimeter walls, whether load-bearing or non-load-bearing;

the inner decorated or finished surfaces of the floors and ceilings; any adjacent lanai or terrace shown on said condominium map; and the built-in fixtures including all electrical and plumbing fixtures, the drop-in range, dishwasher, washer and dryer, the garbage disposal units; provided, that the load-bearing wall on the perimeter of an apartment and any load-bearing wall within an apartment is a limited common element and appurtenant to such apartment.

Each residential apartment shall have appurtenant thereto an undivided interest in the common elements as hereinbefore set forth and as further specified and established in the Declaration, such interest being defined and referred to therein as the common interest. The common interest appurtenant to each apartment is as hereinbefore set forth in those paragraphs under the heading Location, Area, Percentage Interest of Apartments.

USE: The Declaration provides that the apartments may be used only for residential purposes.

OWNERSHIP TO TITLE: The Certificate of Title, dated December 3, 1968, represents that Minnie H. Newton is the owner in fee simple of the land in question, which land was conveyed to Herbert E. Newton, Sr. and Minnie H. Newton, husband and wife, as tenants by the entirety, by Deed dated April 17, 1952, recorded in the Bureau of Conveyances of the State of Hawaii in Liber 2577, Pages 9-12. The records in the Bureau of Health Statistics reveal the death of said Herbert E. Newton, Sr. in Honolulu on January 30, 1963.

PURCHASE MONEY HANDLING: Developer advises that purchaser's money, in each instance, will be paid to Bishop Trust Company, Limited to hold and dispose of pursuant to an Escrow Agreement between the developer and Bishop Trust Company, Limited. The executed Escrow Agreement, made November 27, 1968, permits such funds to be disbursed to Developer in payment of the expenses in developing the project, including sums due contractor for construction of the building. No disbursements shall be made from the escrow fund unless and until the Developer has furnished to Depositary evidence satisfactory to it that there are on hand or committed sufficient funds to pay the total "cost of the project" and until Developer shall have given its guaranty to Depositary of Developer's repayment of funds required to be refunded to purchasers.

Upon examination, the Escrow Agreement is found to be in consonance with Chapter 170-A, Revised Laws of Hawaii 1955, as amended. The conditions referring to the issuance of this Final Public Report prior to the completion of construction have been complied with.

It is incumbent upon the purchaser or prospective purchaser to read and understand the Escrow Agreement before executing the sales agreement, since the Escrow Agreement prescribes the procedure for receiving and disbursing purchasers' funds, and the sales agreement specifically provides that the purchaser approves said Escrow Agreement and assumes the benefits and obligations therein provided.

ENCUMBRANCES AGAINST TITLE: None.

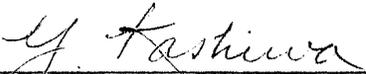
MANAGEMENT OF THE PROJECT: The By-Laws which are incorporated in the Declaration provide that the operation of the project shall be conducted for the Association of Owners under the direction of the Board of Directors by a responsible corporate managing agent and that the initial managing agent shall be Dillingham Development Corporation whose principal place of business and post office address is 1441 Kapiolani Boulevard, Honolulu, Hawaii. The By-Laws provide that the term of the initial managing agent shall expire one year after ninety (90) days from the date of second publication of the Notice of Completion of construction of the condominium project or at such time prior thereto as it shall submit its resignation to the Board of Directors. The Board or initial managing agent may also employ a manager who will have such duties as are assigned by the Board or initial managing agent.

STATUS OF PROJECT: Developer advises that it proposes to direct the contractor to commence construction as soon as it has sold sufficient units to cover the total project cost, as determined by Developer, lender and escrow agent. The

Developer contemplates that this sales status will have been attained some time in January of 1969. Hawaiian Dredging and Construction Company, the contractor, has estimated that construction will take eleven (11) months from the date that it is notified to proceed with construction. Construction will be financed by purchasers' money from escrow as well as mortgage money lent each purchaser.

This FINAL HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT is made a part of REGISTRATION NO. 228 dated December 13, 1968.

The report, when reproduced, shall be a true copy of the Commission's public report. The paper stock used in making facsimiles must be white.


YUKIO KASHIWA, Vice Chairman
REAL ESTATE COMMISSION
STATE OF HAWAII

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ESCROW AGENT

December 13, 1968
Registration No. 228

