

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

1330 WILDER
Honolulu, Hawaii

REGISTRATION NO. 433

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 therefore 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: April 5, 1972
Expires: May 5, 1973

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 prospective purchaser is particularly directed to the following:

THIS REPORT REFLECTS INFORMATION DISCLOSED IN THE REQUIRED NOTICE OF INTENTION FILED FEBRUARY 10, 1972, AND ADDITIONAL INFORMATION SUBSEQUENTLY FILED AS LATE AS MARCH 28, 1972. THE DEVELOPER, IN NOTIFYING THE COMMISSION OF ITS INTENTION TO SELL, IS COMPLYING WITH THE REQUIREMENTS OF CHAPTER 514, HAWAII REVISED STATUTES.

1. 1330 WILDER is a leasehold condominium project consisting of a three (3) story building having a total of seventy-two (72) apartment units. The building was constructed in 1962 and has since been rented by its owners. The project is being converted to a leasehold condominium operation with purchasers holding an apartment lease for the term of fifty-five (55) years. There are seventy-two (72) parking stalls. Apartment 106 and parking stall 45, both designated as common elements, are reserved for use by the Resident Manager of the project.
2. The Developer of the project has filed all documents and materials deemed necessary by the Commission for the registration of this proposed condominium project

and the issuance of this Preliminary Public Report.

3. The Developer reports that the basic documents (Declaration of Horizontal Property Regime, with the By-laws of the Association of Apartment Owners attached, and a copy of the approved Floor Plans) have not been filed in the Bureau of Conveyances of the State of Hawaii.
4. No advertising or promotional matter has been filed 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 the Horizontal Property Act, Chapter 514 of the Hawaii Revised Statutes and the Condominium Rules and Regulations which relate to Horizontal Property Regimes.
6. This Preliminary Final Report automatically expires thirteen (13) months after the date of issuance, April 5, 1972, unless a Final Public Report issues or the Commission, upon review of the registration, issues an order extending the period of this report.

NAME OF PROJECT: 1330 WILDER

LOCATION: 1330 Wilder Avenue, Honolulu, Hawaii

TAX MAP KEY: First Division 2-4-25-26

ZONING: Apartment A-4

DEVELOPER: 1330 WILDER, a Hawaii limited partnership, with R. S. ELLSWORTH, INC., a Hawaii corporation, 570 Alexander Young Building, Honolulu, Hawaii 96813, telephone number 537-9555, as general partner, and WILDER ASSOCIATES, a Hawaii limited partnership, 570 Alexander Young Building, Honolulu, Hawaii 96813, telephone numbers 537-9555 and 212-695-3450, as limited partner.

ATTORNEY REPRESENTING DEVELOPER: Conroy, Hamilton, Gibson, Nickelsen & Rush (Attention Dwight M. Rush and Walter Beh), 20th Floor Hawaii Building, 745 Fort Street, Honolulu, Hawaii 96813. Phone: 521-2611.

DESCRIPTION: The Declaration of Horizontal Property Regime and plans submitted by the Developer indicate a leasehold condominium project consisting of a three (3) story concrete building with a basement under one wing. There will be seventy-one (71) freehold estates designated in the space within the perimeter walls of each of the seventy-one (71) apartment units contained in the building, which spaces, referred to herein as "apartments", are designated on said plans and described as follows:

1. There are twenty-four (24) apartments on each of the First, Second, and Third Floors, except the First Floor, where the unit designated 106 is designated a common element. Apartments 101 to 124, inclusive, are located on the First Floor; Apartments 201 to 224, inclusive, are located on the Second Floor; Apartments 301 to 324, inclusive, are located on the Third Floor.
2. The apartments are constructed according to twenty-two (22) different floor plans. A description of each of said floor plans, designating the layout, number of rooms and approximate area thereof is as follows:

(a) Apartment 124 is built according to Floor Plan A-1, consisting of 2 bedrooms, 1 bathroom, a living room, a kitchen and a lanai, and contains a floor area of approximately 780 square feet, including the lanai of approximately 120 square feet.

(b) Apartments 101, 201, 301, 224 and 324 are built according to Floor Plan A-2, consisting of 2 bedrooms, 1 bathroom, a living room, a kitchen and a lanai, and each contains a floor area of approximately 728 square feet, including the lanai of approximately 60 square feet.

(c) Apartment 107 is built according to Floor Plan B-1, and Apartments 108 and 123 are built according to Floor Plan B-1 (Reverse), both types of apartments consist of 2 bedrooms, 1 bathroom, a living room, a kitchen and a lanai, and each contains a floor area of approximately 888 square feet, including the lanai of approximately 120 square feet.

(d) Apartments 207 and 307 are built according to Floor Plan B-2, and Apartments 208, 223, 308 and 323 are built according to Floor Plan B-2 (Reverse), both types of apartments consisting of 2 bedrooms, 1 bathroom, a living room, a kitchen and a lanai, and each contains a floor area of approximately 768 square feet, including the lanai of approximately 60 square feet.

(e) Apartments 216 and 316 are built according to Floor Plan B-3, consisting of 2 bedrooms, 1 bathroom, a living room, a kitchen and a lanai, and each contains a floor area of approximately 736 square feet, including the lanai of approximately 60 square feet.

(f) Apartments 110, 115 and 121 are built according to Floor Plan C-1 (Reverse), consisting of 1 bedroom, 1 bathroom, a living room, a kitchen and a lanai, and each contains a floor area of approximately 760 square feet, including the lanai of approximately 120 square feet.

(g) Apartments 109, 114, 117, 120 and 122 are built according to Floor Plan C-1, consisting of 1 bedroom, 1 bathroom, a living room, a kitchen and a lanai, and each contains a floor area of approximately 760 square feet, including the lanai of approximately 120 square feet, except that Apartment 120 contains a floor area of approximately 730 square feet, including the lanai of approximately 90 square feet.

(h) Apartments 102, 104, 202, 204, 209, 214, 217, 220, 222, 302, 304, 309, 314, 317, 320 and 322 are built according to Floor Plan C-2, and Apartments 103, 105, 203, 205, 210, 215, 221, 303, 305, 310, 315 and 321 are built according to Floor Plan C-2 (Reverse), both types of apartments consisting of 1 bedroom, 1 bathroom, a living room, a kitchen and a lanai, and each contains a floor area of approximately 640 square feet, including the lanai of approximately 55 square feet.

(i) Apartments 119, 219 and 319 are built according to Floor Plan D, consisting of 2 bedrooms, 1 bathroom, a living room and a kitchen and each contains a floor area of approximately 680 square feet.

(j) Apartment 118 is built according to Floor Plan E-1, consisting of 1 bedroom, 1 bathroom, a living room, a kitchen and a lanai, and contains a floor area of approximately 589 square feet, including the lanai of approximately 45 square feet.

(k) Apartment 116 is built according to Floor Plan E-2, consisting of 1 bedroom, 1 bathroom, a living room, a kitchen and a lanai, and contains a floor area of approximately 624 square feet, including the lanai of approximately 80 square feet.

(l) Apartments 218 and 318 are built according to Floor Plan E-3, consisting of 1 bedroom, 1 bathroom, a living room, a kitchen and a lanai, and each contains a floor area of 589 square feet, including the lanai of approximately 45 square feet.

(m) Apartment 113 is built according to Floor Plan F-1, and Apartments 213 and 313 are built according to Floor Plan F-2, both types of apartments consisting of 1 bedroom, 1 bathroom, a living room, a kitchen and a lanai, and each contains a floor area of 675 square feet, including the lanai of approximately 45 square feet.

(n) Apartments 112, 212 and 312 are built according to Floor Plan G, consisting of 1 bedroom, 1 bathroom, a living room and a kitchen and each contains a floor area of approximately 490 square feet.

(o) Apartment 111 is built according to Floor Plan H-1, consisting of 2 bedrooms, 1 bathroom, a living room, a kitchen and a lanai, and contains a floor area of approximately 944 square feet, including the lanai of approximately 84 square feet.

(p) Apartments 211 and 311 are built according to Floor Plan H-2, consisting of 2 bedrooms, 1 bathroom, a living room, a kitchen and a lanai, and each contains a floor area of approximately 860 square feet, including the lanai of approximately 50 square feet.

(q) Apartment 106 is built according to Floor Plan J-1, consisting of 1 bedroom, 1 bathroom, a living room, a kitchen and a lanai and contains a floor area of approximately 712 square feet, including the lanai of approximately 100 square feet.

(r) Apartments 206 and 306 are built according to Floor Plan J-2, consisting of 1 bedroom, 1 bathroom, a living room, a kitchen and a lanai, and each contains a floor area of approximately 692 square feet, including the lanai of approximately 70 square feet.

(s) Each apartment has access to a walkway which leads to five stairways, each of which lead directly to the grounds of the project.

(t) The respective apartments shall not be deemed to include the undecorated or unfinished surfaces of the perimeter 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 any other 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 walls, the inner decorated or finished surfaces of all walls, floors, doors, windows and lanai and all fixtures originally installed therein.

COMMON ELEMENTS: One freehold estate is designated in all remaining portions of the project, herein called the "common elements", including specifically but not limited to:

1. Said land in fee simple;
2. All foundations, columns, beams, supports, load-bearing walls, roofs, chases, entry halls, stairs, walkways, entrances and exits of said buildings;
3. All yards, grounds, landscaping, recreation and refuse areas;
4. All parking areas;
5. All pipes, cables, conduits, ducts, electrical equipment, wiring and other central and 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;
6. Swimming pool and adjacent areas;
7. Basement, consisting of a laundry and a storage area;
8. The apartment designated 106 on said plans, the parking stall designated 45 on said plans, and the storage locker designated S-67 on said plans, which shall be reserved for use by the Resident Manager of the project; and
9. 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:

One (1) parking space each, and one (1) storage locker each as designated on said Condominium File Plans shall be appurtenant to and for the exclusive use of each apartment.

INTEREST TO BE CONVEYED TO PURCHASERS: The Declaration states that each apartment shall have appurtenant thereto an undivided 1.40845 percentage interest (a 1/71 fractional interest) in the common elements of the project. Such interest is hereby defined and referred to herein as the "common interest". The proportionate shares of the profits and common expenses of the project and the proportionate representation for voting purposes in the Association of Apartment Owners of the project, shall be in said percentage for each apartment. The purchaser will secure an apartment lease demising an apartment together with the aforementioned common interest.

PURPOSE OF BUILDING AND RESTRICTIONS AS TO USE: The Declaration provides that the apartments shall be occupied and used only as private dwellings by the respective owners thereof, their tenants, families, domestic servants and personal guests. The apartments shall not be rented for transient or hotel purposes, which are defined as (a) rental for any period less than 30 days, or (b) any rental in which the occupants of the apartments are provided customary hotel services, such as room service for food and beverage, maid service, laundry and linen, or bellboy service. Except for such transient or hotel purposes, the owners of the respective apartments shall have the absolute right to lease the same subject to the limitations, restrictions, covenants and conditions of the Declaration.

OWNERSHIP OF TITLE: The Developer in its Notice represents that the owners of the fee simple title to the property committed to the project are the Trustees of the Honolulu Scottish Rites Bodies. A lease of said property was issued by said Trustees to Charles J. Pietsch, dated September 11, 1961, recorded in the Bureau of Conveyances of the State of Hawaii in Liber 4169, Page 244; and said lease was assigned to Bishop Corporation, a Hawaii corporation by instrument dated March 14, 1968, recorded as aforesaid in Liber 6183, at Page 333; and Bishop Corporation sold its lessee's interest in said lease to R. S. Ellsworth, Inc., a Hawaii corporation, as general partner of 1330 Wilder, a Hawaii limited partnership with Wilder Associates, a Hawaii limited partnership, as limited partner, pursuant to an Agreement of Sale dated October 15, 1971, recorded as aforesaid in Liber 7899, at Page 80; and said lease was amended by instrument dated February 15, 1972, recorded as aforesaid in Liber 8125, at Page 155. The said Trustees, R. S. Ellsworth, Inc. as general partner of 1330 Wilder, have committed said property to the project under the Declaration. The Developer has arranged for the issuance of individual apartment leases directly from the Trustees of the Honolulu Scottish Rites Bodies to the buyers.

ENCUMBRANCES AGAINST TITLE: A Certificate of Title dated November 5, 1971, continued to March 21, 1972, issued by First American Title Company of Hawaii, Inc., as submitted to the Commission, provides that the following are encumbrances against title to the property:

1. Reservation in favor of the State of Hawaii of all mineral and metallic mines as reserved in Royal Patent Grant 3583 and Land Patent Grant 3679.
2. Mortgage dated August 31, 1962, to secure an indebtedness of \$440,000.00, and any other amounts payable under the terms thereof, recorded in said Bureau of Conveyances in Liber 4377, Page 96.
Mortgagor: Valley Co., Inc., a Kansas corporation authorized to do business in the State of Hawaii, Francis Howard Lindus, husband of Pamela Steffan Lindus, and Charles J. Pietsch, Jr., husband of Fern L. Pietsch
Mortgagee: Honolulu Mortgage Co., Ltd., a Hawaii corporation.

By instrument dated October 31, 1962, recorded in said Bureau of Conveyances in Liber 4397, Page 470, the foregoing mortgage was assigned to The United States Life Insurance Company.

NOTE: The Developer has advised that said mortgage will be released prior to the issuance of a lease for any of the apartments.

3. An easement for driveway purposes over a portion of Parcel 1 containing an area of 3,434 square feet.
4. A driveway easement over Parcel 2 containing an area of 5,096 square feet.
5. Indenture of lease dated September 11, 1961, made by and between John B. Guard, Clarence E. Fronk, Donald D. Waggoner, C. Nils Tavares, Joseph B. Stickney, Trustees of Honolulu Scottish Rite Bodies, "Lessors", and Charles J. Pietsch, "Lessee", recorded in Liber 4169, Page 244. Said Lease through mesne assignments, is now held by Bishop Corporation by Assignment of Lease dated March 14, 1968, recorded in Liber 6183, Page 333. Consent thereto recorded in Liber 6183, Page 344.

6. Agreement of Sale dated October 15, 1971, made by and between Bishop Corporation, "Seller" and R. S. Ellsworth, Inc., "Purchaser" recorded in Liber 7899, Page 80. Consent thereto recorded in Liber 7899, Page 101.
7. For any taxes that may be due and owing and a lien on the land, reference is hereby made to the Office of the Tax Assessor of the First Division.
8. "RESERVING, HOWEVER, unto the lessors the right to construct buildings over said easement areas, leaving eighteen (18) feet above the surface of the ground clear and free of any obstructions except as herein-after provided; and RESERVING, FURTHER, the right to construct pillars or supports within the easement areas along the Waikiki boundary of the Cathedral site as redetermined in the event the Lessors decide to extend the stage area from the back of the present Cathedral building in a Waikiki direction, provided that such pillars or supports do not interfere with vehicular traffic over the easement areas and said stage is at least fifteen (15) feet above the surface of the ground."

PURCHASE MONEY HANDLING: A copy of the executed Escrow Agreement dated January 21, 1972, between First American Title Company of Hawaii, Inc., as "Escrow", and 1330 Wilder, a Hawaii limited partnership, as "Seller", has been filed with the Commission. On examination, the executed Escrow Agreement filed with the Commission is found to be in compliance with Chapter 514, Hawaii Revised Statutes, and particularly Sections 514-36 through 514-40, H.R.S. Among other provisions, the executed Escrow Agreement states that a purchaser shall be entitled to a refund of his funds, and Escrow shall pay said funds to said purchaser, without interest and less Escrow's cancellation fee, if purchaser shall in writing request refund of his funds and 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 hereunder by Escrow; or (b) If purchaser's funds were obtained prior to the issuance of a Final Public Report and if there is any change in the building plans, subsequent to the execution of purchaser's contract, requiring the approval of a county officer having jurisdiction over the issuance of permits for construction, unless the purchaser has given written approval of acceptance of the change; or (c) If the request is prior to the time the Final Public Report is issued, or if after such time, the Final Report differs in any material respect from the Preliminary Report, unless the purchaser has given written approval or acceptance of the differences; or (d) If the Final Report is not issued within one year from the date of issuance of the Preliminary Report. It is incumbent on the purchaser and prospective purchaser to read and understand the Escrow Agreement before signing the Condominium Reservation Agreement, Deposit Receipt and Contract, since the Escrow Agreement prescribes the procedure for receiving and disbursing purchasers' funds. The specimen sales agreement specifically provides that the purchaser approve said Escrow Agreement and assume the benefits and obligations therein provided.

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 Apartment Owners under the direction of the Board of Directors by a responsible managing agent. Honolulu Management Company, Inc., a Hawaii corporation, has been identified as the initial managing agent.

STATUS OF PROJECT: Construction of the building was originally completed in 1962. Plans for the building have been certified by Brian L. Gray, Hawaii Registered Professional Engineer No. 1543.

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 10, 1972, and additional information subsequently filed as late as March 28, 1972.

This is a PRELIMINARY HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT which is made a part of REGISTRATION NO. 433 filed with the Commission February 10, 1972.

This report when reproduced shall be a true copy of the Commission's Public Report. The paper stock used in making facsimiles must be yellow.


(for) DOUGLAS R. SODEVANI, Chairman
REAL ESTATE COMMISSION
STATE OF HAWAII

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April 5, 1972
Registration No. 433