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REAL ESTATE COMMISSION
DEPARTMENT OF TREASURY & REGULATION
STATE OF HAWAII

205 EMPIRE BLDG.
HONOLULU 13, HAWAII

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**PRELIMINARY
HORIZONTAL PROPERTY REGIMES (CONDOMINIUM)
PUBLIC REPORT**

ON
1001 WILDER
1001 Wilder Avenue
Honolulu, Hawaii

REGISTRATION NO. 5

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.

July 12, 1962

SPECIAL ATTENTION

A FINAL REPORT MUST BE ISSUED BY THE COMMISSION PRIOR TO CONSUMMATION BY DEVELOPER OF A BINDING CONTRACT OR AGREEMENT FOR THE SALE OF ANY UNIT IN THIS PROJECT.

Particular attention of prospective purchasers is also called to the following:

- (1) 1001 Wilder is a proposed fee simple condominium project.
- (2) The developer has not applied for a building permit. However, it plans to apply for a permit before December 31, 1962.
- (3) Architects (Edwin Bauer) are presently working on detailed building plans and specifications which are 50 percent complete.
- (4) Forms of sales contracts, apartment deeds and by-laws of the Council of Co-owners have been prepared (subject to such minor modifications as may be determined necessary).

DEVELOPER: Wilder Manor Co.
c/o Smith, Wild, Beebe & Cades, Honolulu, Hawaii

A joint venture.

Members: (1) Sanford Building, Inc. (Alan Davis, President)
(2) Swinerton, Walberg and Westgate, a joint venture made up of:
(a) Engineers Limited Pipeline Co., a California corporation
of San Francisco, California; and

(b) E. W. Westgate Co., Inc., a California corporation of
Stockton, California

NAME OF PROJECT: 1001 Wilder

LOCATION: On the east slope of Punchbowl in Honolulu at the end of Wilder Avenue.

DESCRIPTION: The proposed building will be a 12-story reinforced concrete structure. The first floor will contain five different apartment models, one 1 bedroom, three 2 bedroom, and one 3 bedroom. Each of the other eleven floors will contain three different apartment models, one 1 bedroom, four 2 bedroom, and one 3 bedroom. The areas of the respective models are approximately 1 bedroom - 848 gross square feet, 2 bedroom - 1100-1200 gross square feet, and 3 bedroom - 1585 gross square feet. The building will be built in a hotel-apartment zone having a land area of 59,986 square feet, and the building area will be approximately 8,150 square feet.

There will be parking areas in the rear of the property consisting of three decks with at least 135 parking spaces. Each apartment unit will be entitled to the use of one parking space.

Each apartment will have at least one bath and kitchen in addition to the bedrooms and a lanai and will be furnished with the following appliances: refrigerator/freezer combination, range, oven, dishwasher, and disposal.

OWNERSHIP OF TITLE: Alan Sanford Davis and wife own the fee simple title and the developer is purchasing the land under an agreement of sale. Individual deeds will be made to apartment purchasers by the fee simple owners joined in by the developer.

ENCUMBRANCES AGAINST TITLE: Lot 3, area 3,613 sq. ft. (Land Court Title) and Lot C, area 289 sq. ft. are subject to an easement for ingress and egress to and from Wilder Avenue for the adjoining property also owned by Alan S. Davis and wife.

GENERAL COMMON ELEMENTS: The developer advises that "General Common Elements" will include:

- (1) The foundations, main walls, roofs, halls, lobbies, stairways, lanais (subject to the exclusive user of individual apartment owners whose apartments abut upon such lanais), and entrances, exits or communication ways;
- (2) The basement, flat roofs, yards, grounds, swimming pool and parking areas (subject to the exclusive right of user of a parking space by each apartment owner and to such other exclusive users of parking spaces as Developer shall allot);
- (3) Premises for the lodging of janitor or persons in charge of the building, if special lodging facilities shall be provided;
- (4) The compartments or installations of central services such as power, light, gas, cold and hot water, refrigeration, reservoirs, water tanks and pumps or the like;
- (5) The elevators, garbage incinerators and in general all such other devices or installations existing for common use and all other devices or installations existing for or rationally of common use or necessary to the existence, upkeep and safety of the building.

INTEREST TO BE CONVEYED PURCHASER: The developer advises that each of the 71 apartment owners will receive:

- (1) A certain apartment.
- (2) Exclusive user of one parking stall (and arrangements may be made to purchase an additional stall), and exclusive user of a lanai.

- (3) One bedroom apartment purchasers will receive a 1 percent interest; two bedroom apartment purchasers will receive a 1.4 percent interest; and three bedroom apartment purchasers will receive a 1.85 percent interest as tenants-in-common in the fee simple title to the land and in the common elements of the building and to use in common with the owners of the other apartments in the building the general common elements described above.

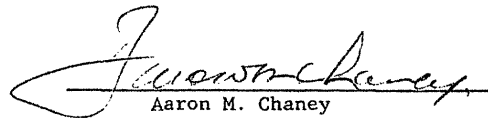
PURCHASE MONEY HANDLING: An escrow agreement executed between the developer and Bank of Hawaii stipulates that all deposits received as reservation together with all monies received under Sales Contracts will be placed in escrow at the Bank of Hawaii. The escrow further provides that monies received are not to be disbursed until completion of the building and the Reservation Agreement provides that if the building is not completed before December 31, 1963 all the monies paid pursuant to said Agreement will be returned to the depositors. Monies received pursuant to Sales Contract will also be returned if the building is not completed by December 31, 1963; however, this date can be extended to no longer than April 30, 1964 for certain delays specifically set out in the Sales Contract. In the event the final public report of the Real Estate Commission has not been issued by December 31, 1962, monies will also be returned.

The purchaser is advised to inspect the escrow agreement.

RESERVATION: A reservation agreement form has been prepared by the developer which stipulates among other things that the deposit will be placed in the escrow account at Bank of Hawaii subject to withdrawal at anytime without deduction and without interest, and in the event the Real Estate Commission's final public report is not issued by December 31, 1962, the full deposit upon demand will be returned to the purchaser.

MANAGEMENT AND OPERATION: A Declaration of Covenants, Conditions, Restrictions and By-Laws has been prepared setting out the limitations on the use and ownership of the condominium units and to provide for the method of management and operation of the building. Copies of this Declaration will be furnished all purchasers together with the reservation agreement and the sales contract and the apartment deed.

The purchaser is advised to acquaint himself with the general provisions of the horizontal property regime law enacted by the legislation in 1961 governing prorata contribution towards monthly maintenance expenses by the apartment owners. As shown by the by-laws the prorata contribution of the apartment owners is based upon their percentage interest in the common elements; that is a one bedroom apartment owner pays 1 percent; a two bedroom apartment owner pays 1.4 percent; and a three bedroom apartment owner pays 1.85 percent of the monthly maintenance expenses.


Aaron M. Chaney
Chairman

