

# 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  
WILDER HOUSE  
1114 and 1116 Wilder Avenue  
Honolulu, Hawaii

REGISTRATION NO. 785

### **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: June 27, 1975

Expires: July 27, 1976

#### 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:

THIS REPORT REFLECTS INFORMATION DISCLOSED IN THE REQUIRED NOTICE OF INTENTION SUBMITTED June 16, 1975. THE DEVELOPER, BY NOTIFYING THE COMMISSION OF ITS INTENTION TO SELL, IS COMPLYING WITH THE REQUIREMENTS OF CHAPTER 514, HAWAII REVISED STATUTES.

1. Wilder House is a proposed leasehold condominium project consisting of fifty-nine (59) residential apartment units in one nine (9) story building plus a basement all in accordance with the plans recorded in the State of Hawaii Bureau of Conveyances. There are fifty-five (55) one-bedroom apartments and four (4) two-bedroom apartments. There are sixty (60) parking stalls, and each apartment will have appurtenant to it at least one (1) parking stall.

2. The developer of the project has submitted to the Commission for examination all documents deemed necessary for the issuance of this Final Public Report.
3. No advertising or promotional matter has been submitted pursuant to the rules and regulations promulgated by the Commission.
4. The basic documents (Declaration of Horizontal Property Regime, By-Laws of Association of Apartment Owners, and a copy of the approved Floor Plans) have been recorded in the office of the recording officer.

The Declaration of Horizontal Property Regime, together with the By-Laws of Association of Apartment Owners attached thereto, was recorded in the Hawaii Bureau of Conveyances in Liber 10705 at Page 511, and Condominium Map No. 418 has been assigned to the project by said office.

5. The purchaser or prospective purchaser is advised to acquaint himself with the provisions of Chapter 514 of the Hawaii Revised Statutes and the condominium rules and regulations which relate to horizontal property regimes.
6. This Final Public Report automatically expires thirteen (13) months after the date of issuance, June 27, 1975, unless a Supplementary Public Report issues, or the Commission, upon review of the registration, issues an order extending the effective period of this report.
7. This Final Public Report is made a part of the registration on Wilder House condominium project. The Developer is responsible for placing a true copy of this Final Public Report (white paper stock) in the hands of all purchasers and prospective purchasers. Securing a signed copy of the receipt for this Final Public Report, from each purchaser and prospective purchaser is also the responsibility of the Developer.

NAME OF PROJECT: WILDER HOUSE

LOCATION: The land submitted to the Regime, approximately 17,500 square feet, is located on the mauka side of Wilder Avenue at 1114 and 1116 Wilder Avenue, Honolulu, Hawaii.

TAX MAP KEY: FIRST DIVISION 2-4-30-53.

ZONING: A-4

DEVELOPER: THE WILDER PENSACOLA JOINT VENTURE, a Hawaii registered joint venture, consisting of PRIME INVESTMENTS, INC., a Hawaii corporation, URBAN MANAGEMENT CORP., a Hawaii corporation, and AMFAC FINANCIAL CORP., a Hawaii corporation, and whose principal place of business is 16th Floor, 700 Bishop Street, Honolulu, City and County of Honolulu, State of Hawaii, and whose post office address is P. O. Box 2448, Honolulu aforesaid.

ATTORNEY FOR DEVELOPER: Carlsmith, Carlsmith, Wichman and Case, 190 South King Street, Honolulu, Hawaii 96813 (Attention: Peter Starn and Raymond Iwamoto), Telephone 524-5112.

DESCRIPTION: The land will be improved, according to the developer's plans and intention to sell, by constructing a nine-story (excluding basement) apartment building containing a total of fifty-nine (59) residential apartments, all located on the second floor and above, with sixty (60) parking stalls in the basement and in the first floor, all in accordance with the plans recorded in the State of Hawaii Bureau of Conveyances. (The Specimen Sales Contract states that the developer intends to sell the residential units therein to third persons causing the Fee Owner to issue to each purchaser of a condominium unit a lease of such condominium unit and of an undivided interest in the common elements of the project.)

1. Building Description. The project will consist of one building with nine levels, excluding the basement level, and shall contain 59 apartments, with lobbies on each floor including the basement, a lounge on the second floor only, and a swimming pool with access from the first floor. The levels have been given designations as floors 1 through 8 in ascending order with the ninth level designated as the Penthouse floor. Access to the upper levels is by elevator and by two stairways. Stairway one is located at the northern end of the corridor. The corridor runs the length of each level and provides access to the apartments, which are located on both sides of the corridor. Stairway two is located at the southern or Wilder Avenue end of the corridor and is adjacent to the elevator and lobby. The basement and first floor are essentially parking levels each with thirty (30) parking stalls. The first floor has a lobby, an electrical equipment room, a trash room, an elevator and two stairways. The second floor has seven one-bedroom apartments, a corridor providing access to the apartments, a lounge located adjacent to the lobby, the elevator, a lobby, two stairways and a trash chute. The third through eighth floors inclusive

each has eight one-bedroom apartments, an apartment corridor, a lobby, the elevator, two stairways and a trash chute. The Penthouse floor has four two-bedroom apartments, an apartment corridor, a lobby, the elevator, two stairways and a trash chute (trash room).

2. Materials. The building shall be constructed principally of prestressed concrete floor slabs, reinforced concrete bearing walls, prestressed concrete roof slabs, concrete masonry, lumber, steel, aluminum, glass and allied building materials.
3. Description, Area, Numbering and Percentage Interest of Apartments. There are two types of apartments: one-bedroom apartments and two-bedroom Penthouse apartments.

Each of the apartments into which the Project is divided is described more particularly in said Exhibit "B" to the Declaration and on the condominium map. Each apartment shall include all walls and partitions within its perimeter walls; all glass windows, louvers, doors, and panels along the perimeter; the interior half of all northern and southern perimeter walls and the entirety of all other perimeter walls except for the exterior decorated surfaces; the inner decorated or finished surfaces of the floors and ceilings; any adjacent lanai or lanais shown on said condominium map to the exterior edge of the concrete floor slabs; the built-in fixtures including refrigerator, vented hood, range with self-cleaning oven, disposal, dishwasher, washer and dryer, water heater, sinks, bathroom fixtures, carpets and drapes; and all air space encompassed within the apartment; provided, however, that the portion of each perimeter wall and the portion of any load bearing wall located within any apartment is a common element (except for the inner decorated surface of said wall within said apartment which is not a common element), provided, further, that any ducts, shafts, or other enclosed spaces for common wiring, pipes or air exhaust located within any apartment shall be deemed to be common elements.

Each one-bedroom apartment includes a living room, bathroom, bedroom, kitchen, lanai, foyer and study. Each penthouse apartment includes a living room, dining room, kitchen, two lanais, two bedrooms, bathroom, hall, laundry room and an entry. Each apartment within each of the two foregoing types is substantially the same as all others within its type except that the floor plan of some is a mirror image of that of others.

Each apartment, other than the Penthouse apartments, has been given a three digit numerical designation by which its location in the building can be determined. Each apartment, other than the Penthouse apartments, is given a designation beginning with its respective floor number. The ending two digits indicate the location of the unit on a floor. Except for the second floor and the Penthouse floor, the apartment in the southwestern corner on each floor is given a designation ending in 01. The apartment in the southeastern corner of each floor, except the Penthouse floor, is given a designation ending in 02. The designation then numerically increases across the corridor and towards the north so that the odd-numbered apartments, in ascending order northward, are located on the western side of the corridor and the even-numbered apartments, in ascending order northward, are located on the eastern side. On the second floor the lounge is located in the southwestern corner and is designated "201 lounge". On the Penthouse floor, the apartment in the southwestern corner is designated "PH-1", the apartment in the southeastern corner is designated "PH-2", the apartment in the northwestern corner is designated "PH-3", and the apartment in the northeastern corner is designated "PH-4".

The floor area for each one-bedroom apartment (including 101 square feet of lanai) is 739 square feet. The floor area for each two-bedroom Penthouse apartment (including 618 square feet of lanai and entry) is 1,482 square feet.

COMMON ELEMENTS: The common elements will include the common elements described above under subparagraph 3 of the topical heading "Description", and in the next paragraph of this Final Public Report, with the topical heading "Limited Common Elements", and all other portions of the project other than the apartments, including specifically, but not limited to:

- (a) Said land in fee simple;
- (b) All foundations, floor slabs, beams, supports, bearing walls (except the inner decorated surface within each unit), roofs, all other structural elements, stairways, walkways, and balconies;
- (c) All parking areas, all planted areas, grounds, and sprinkling system;
- (d) The lobby areas, the lounge (designated on the condominium map as "201 lounge"), elevator, elevator

machine room, stairwells, corridors, and all ducts, shafts, and other central appurtenant installations for common services, including power, light, water, sewer, telephone and refuse disposal;

(e) The swimming pool;

(f) All other parts of the Project necessary or convenient to its existence, maintenance, and safety, or normally in common use.

LIMITED COMMON ELEMENTS: Certain parts of the common elements, herein designated as "limited common elements", are hereby set aside and reserved for the exclusive use of certain apartments.

(a) One parking stall shall be appurtenant to and reserved for the exclusive use of each of the apartments; except where crossing through any parking stall is appropriate or necessary for access to any bulk storage cabinets, in which case those apartment owners and their licensees who are entitled to use said cabinets shall have the right to cross said stall provided and to the extent that said crossing will not interfere with any vehicle parked in said stall. One parking stall shall be assigned to each apartment by an Exhibit "D" to the Declaration, to be attached thereto by amendment to the Declaration as set forth in paragraph 13 of the Declaration. Any stall not assigned on said Exhibit "D" shall automatically become visitor parking and shall not be deemed to be a limited common element or transferable.

As long as at all times there shall be at least one parking stall appurtenant to each and every apartment as a limited common element, the exclusive easement for the use of any parking stall may be conveyed to and made appurtenant to another apartment (by exchange) by a written instrument expressly identifying the apartment to which each of the parking stalls was appurtenant prior to the exchange as well as the apartment to which each parking stall becomes appurtenant upon the exchange, which written instrument shall be denominated as an amendment of the Declaration and shall be duly recorded in the Bureau of Conveyances. For this limited purpose only, and notwithstanding any other provision herein regarding amendments to the Declaration, the owners of those particular apartments participating in said exchange, acting together, may amend the Declaration without the joinder of the Fee Owner or any other apartment owner. Such an exchange in no way alters the common interest appurtenant to each apartment as expressed in said Exhibit "B". If the aforesaid

Chapter 514, as amended, requires the joinder of all apartment owners in addition to those directly affected in order to validate the Amendment of Declaration for the limited purpose of transferring such easements, such joinder shall be accomplished by power of attorney from each of the owners not affected to the affected owners, the acceptance of ownership of an apartment subject to the Declaration being a grant of such power and the grant, being coupled with an interest, being irrevocable. The amendment of declaration shall be effective upon recording of the same in the Bureau of Conveyances of the State of Hawaii. A copy of said amendment of declaration shall be given to both the Fee Owner and the Association by the affected owners within fifteen (15) days of the recording thereof. The common elements shall remain undivided, and no right shall exist to partition or divide any part thereof except as provided by said Horizontal Property Act.

(b) One bulk storage cabinet shall be appurtenant to and for the exclusive use of each of the apartments as designated on Exhibit "D" to the Declaration, to be attached thereto by amendment of the Declaration as set forth in paragraph 13 of the Declaration. As long as at all times there shall be at least one bulk storage cabinet appurtenant to each and every apartment as a limited common element, the exclusive easement for the use of any cabinet may be exchanged in the same manner as an exchange of parking stalls set forth in subparagraph (a) immediately preceding. All maintenance cost of said storage cabinets shall be borne solely by the owner of said apartment.

INTEREST TO BE CONVEYED TO PURCHASER: The undivided percentage interest ownership in the common elements ("common interest") appertaining to each apartment and its owner for all purposes including voting is as follows:

	<u>Total %</u>
(a) Each of the 55 one-bedroom apartments: 1.656%	91.08%
(b) Each of the 4 two-bedroom Penthouse apartments: 2.230%	<u>8.92%</u>
	100.00%

USE: The Declaration provides that the apartments shall be occupied and used as permanent or temporary residences and for no other purposes. The owners of apartments have the right to lease or rent their apartments to third parties. The Apartment Lease prohibits the creation of any additions

to the buildings as described in the Declaration and the Condominium Map without the consent of the Lessor.

OWNERSHIP TO TITLE: The Notice of Intention reflects that title to the land is vested in MARTHA CHUNG and HANNAH BALCANOFF. The property is leased to THE WILDER PENSACOLA JOINT VENTURE, a Hawaii registered joint venture, whose principal place of business is 16th Floor, 700 Bishop Street, Honolulu, City and County of Honolulu, State of Hawaii, and whose post office address is P. O. Box 2448, Honolulu aforesaid, by lease dated February 21, 1974, recorded in the Bureau of Conveyances of the State of Hawaii in Liber 9796, Page 221.

ENCUMBRANCES AGAINST TITLE: The developer has filed with the Commission a title search report prepared by Long & Melone, Limited dated June 5, 1975. That report reflects the following encumbrances (a) Reservation by the State of Hawaii of mineral and metallic mines; (b) Developer's Construction Mortgage, dated May 30, 1974, in favor of Amfac Financial Corp., recorded in the Hawaii Bureau of Conveyances in Book 9941, page 29. The Commission has been advised that the lien of this mortgage shall be released with respect to each apartment at the time said apartment is leased to a condominium purchaser; (c) Developer's financing statement in favor of Amfac Financial Corp., recorded in said Bureau of Conveyances in Book 9941, page 38 and (d) for any taxes that may be due and owing, reference is made to the Office of the Tax Assessor, First Division.

PURCHASE MONEY HANDLING: A copy of the executed Escrow Agreement dated June 4, 1975, between Queen Escrows Corp. as Escrow Agent and developer, has been filed with the Commission. On examination, the specimen Sales Contract and the executed Escrow Agreement are found to be in compliance with Chapter 514, Hawaii Revised Statutes, and particularly Section 514-15(6) and Sections 514-35 through 514-40, Hawaii Revised Statutes.

The executed Escrow agreement provides in part that if at any time (a) Escrow receives written notice from seller to return to a purchaser under a Sales Contract the funds of such purchaser then held by Escrow under this Agreement, or (b) with respect to a purchaser whose funds were obtained prior to the issuance of the Final Report, there shall be any change in the building plans requiring approval of a county officer having jurisdiction over the issuance of building permits, unless purchaser's written approval or acceptance of the specific change is obtained, or (c) the Final Report differs in a material respect from the Preliminary Report, and the purchaser's written approval of



such change has not been obtained and the purchaser shall request the refund, or (d) the Final Report is not issued within one (1) year from the date of issuance of the Preliminary Report, then in any such event Escrow shall return such funds to the purchaser, without interest and less: (1) Escrow's cancellation fee of \$25.00 per apartment, (2) any mortgagee's cancellation fee and (3) all other costs which have been incurred in connection with the Escrow mortgage processing, closing or legal documentation. In such event, Escrow shall also return to purchaser his Sales Contract marked "cancelled" and any apartment lease previously delivered to Escrow shall be returned to seller and any mortgage documents which may have been executed shall also be marked cancelled and returned to the mortgagee and seller and the purchaser shall be deemed no longer bound by the terms of the Sales Contract; provided, however, that no refund shall be made to purchaser at purchaser's request until Escrow has received written approval of such refund from seller.

NOTE: Prospective purchasers should be aware that the seller's mortgage loan (interim, renewals and extensions) used for the construction of the Project shall be and remain at all times a superior lien on the Project, and purchasers intentionally waive and subordinate the priority of lien under the sales contract or reservation agreement in favor of the mortgage loan.

It is incumbent upon the purchaser and the prospective purchaser that he reads with care the Sales Contract and the executed Escrow Agreement. The latter establishes how the proceeds from the sale of apartments are placed in trust, as well as the retention and disbursement of said trust fund.

MANAGEMENT OF THE PROJECT: The By-Laws of the Association of Apartment Owners vest in the Board of Directors the power and duties necessary for the administration of the overall affairs of the Project. The By-Laws of the Association of Apartment Owners specify that the presence at any meeting in person or by proxy of fifty percent (50%) of all apartment owners shall constitute a quorum; and at any meeting in which a quorum is present, action by a majority of the voting power represented at such meeting shall be valid and binding on the Association except as otherwise provided in the By-Laws. Voting shall be on a percentage basis, the percentage of the total vote to which each apartment is entitled shall be the same as the percentage of the common interests assigned to such apartment in the Declaration; and any percentage of apartment owners specified in the By-Laws means the owners of apartments to which are appurtenant such percentage of the common interest. The Board of Directors

of the Association of Apartment Owners may employ necessary personnel to carry out management and operation functions of the Project. The By-Laws submitted to the Commission named Urban Management Corp. as initial managing agent for a minimum of one year.

HOUSE RULES: The proposed house rules provide in part:

(a) Occupancy is limited to not more than three persons per one-bedroom apartment and not more than five persons per two-bedroom apartment;

(b) One small dog or one cat or one pair of small birds may be kept in the apartment. Other types of animals may be kept only if the occupant obtains written permission from the Board of Directors. Occupants of any apartment containing a pet are required to register their pet with the managing agent and pay a deposit of \$100.00 which will be held without interest by the Association;

(c) No water beds shall be allowed in any apartment.

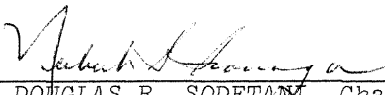
STATUS OF PROJECT: On April 1, 1974, developer entered into a Construction Contract with Johiro Brothers, Inc. to construct the Project. The developer advises that construction commenced on May 1, 1974 and that it is estimated that construction will be completed in June 1975. The specimen Sales Contract states if less than 41 apartments are sold prior to September 1, 1975, the developer may at its option cancel all Sales Contracts, return all amounts paid by buyers, and terminate the Project and be released from all liability and obligations thereunder.

PROGRAM OF FINANCING: The statement of the Program of Financing submitted by the developer reflects that the developer intends to pay the cost of the Project from funds available through a construction loan commitment of \$2,500,000 and purchasers' funds deposited with Escrow.

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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 June 16, 1975.

This FINAL HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT is made a part of REGISTRATION NO. 785 filed with the Commission on June 16, 1975.

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.

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

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Registration No. 785

June 27, 1975