

# 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  
PLANTATION HALE  
Waipouli  
District of Puna  
Island and County of Kauai, Hawaii

REGISTRATION NO. 406

### 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: November 22, 1971

Expires: December 22, 1972

#### 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 purchase is particularly directed to the following:

THIS REPORT REFLECTS INFORMATION DISCLOSED IN THE REQUIRED NOTICE OF INTENTION SUBMITTED AUGUST 26, 1971 AND ADDITIONAL INFORMATION SUBSEQUENTLY FILED WITH THE COMMISSION AS LATE AS NOVEMBER 18, 1971. THE DEVELOPER, BY NOTIFYING THE COMMISSION OF HIS INTENTION TO SELL, IS COMPLYING WITH THE REQUIREMENTS OF THE HORIZONTAL PROPERTY ACT SET FORTH IN CHAPTER 514, HAWAII REVISED STATUTES.

1. Plantation Hale is a proposed leasehold condominium project consisting of one hundred sixty (160) units arranged throughout ten separate two-story buildings, without basement. One hundred sixty (160) residences are being offered for sale and one (1) additional residence unit is reserved for use by the manager and constitutes a common element. One hundred sixty-three (163) parking stalls are available, including one stall reserved for the manager.

The documentation submitted by the Developer reflects that the purchasers will acquire a leasehold interest in the residential unit purchased for a term expiring 65 years from the date of closing of the first sale of an apartment in the project, which date of closing shall be on or before December 1, 1973. Sixty-five years from December 1, 1973 will be November 30, 2038.

2. This Final Public Report is made a part of the registration on the PLANTATION HALE condominium project.

The Developer is held responsible for placing this Final Public Report (white paper stock) in the hands of all purchasers and prospective purchasers.

Securing a signed copy of the Receipt for Horizontal Property Regime Public Report from each purchaser and prospective purchaser is also the responsibility of the Developer.

3. The Developer has complied with Sec. 514-15, Hawaii Revised Statutes, and has fulfilled the requirements for the issuance of this Final Public Report prior to completion of construction.
4. 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 Final Public Report.
5. The basic documents (Declaration of Horizontal Property Regime, By-Laws of Association of Owners, and a copy of the approved Floor Plans) have been filed in the Office of the recording officer.

The Declaration of Horizontal Property Regime, with By-Laws of Association of Owners and Apartment Lease form attached, dated August 10, 1971, were filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 549426.

The Assistant Registrar has designated Condominium Map No. 118 to the project.

The First Amendment to Declaration of Horizontal Property Regime of Plantation Hale dated October 12, 1971, was filed in said Office as Document No. 556226.

6. Advertising and promotional matter has been submitted pursuant to the rules and regulations promulgated by the Commission.
7. The purchaser or prospective purchaser is advised to acquaint himself with the provisions of Chapter 514, Hawaii Revised Statutes, and the Condominium Rules and Regulations which relate to Horizontal Property Regime.
8. This Final Public Report automatically expires thirteen (13) months after date of issuance, November 22, 1971, unless a Supplementary Public Report issues or the Commission, upon review of the registration issues and order extending the effective period of this report.

NAME OF PROJECT: PLANTATION HALE

LOCATION: The 8.777 acres of lease land committed to the regime is located on the makai side of Kuhio Highway at Waipouli, District of Puna, Island and County of Kauai, Hawaii.

TAX KEY: Fourth Taxation Division, 4-3-02-17.

ZONING: Apartment.

DEVELOPER: BLACKFIELD HAWAII CORPORATION, the Developer of this project, is a Hawaii corporation with its principal place of business and post office address at 320 Ward Avenue, Honolulu, Hawaii. Telephone 538-3841. The officers and directors of the Developer are as follows:

<u>Name</u>	<u>Office</u>
William Blackfield	Chairman of the Board, Treasurer and Director
Clarence R. Short	President, Secretary and Director

DEVELOPER: (Continued)

<u>Name</u>	<u>Office</u>
Robert M. Dunlap	Vice President and Controller
Glen Fredholm	Vice President, Design
Joseph K. Kensch	Vice President and Director
David Rovens	Vice President, Construction
Stephen F. Santangelo	Vice President, Marketing
Hisashi Tanaka	Vice President, Engineering and Alternate Director
William R. Thomas	Vice President and Director
Marilyn Keomalu	Assistant Secretary
Allan C. Beall	Director
Don R. Cowell	Director
Paul A. Miller	Director

ATTORNEY REPRESENTING DEVELOPER: ASHFORD & WRISTON (Attention: Galen C. K. Leong), 235 Queen Street, Honolulu, Hawaii, telephone 531-3761.

DESCRIPTION: One hundred sixty (160) estates are designated in the spaces within the perimeter walls, floors and ceilings and the adjacent lanais of each of the one hundred sixty (160) apartment units of the project contained in ten two-story buildings without basement, constructed principally of wood. These spaces (hereinafter called the "apartments") are designated on the plans and described as follows:

- (a) Said ten two-story buildings are designated by the letters A through K, inclusive, excluding the letter I. The number of each apartment is preceded by the letter designating the building containing such apartment. Apartments numbered 1 through 8, inclusive, are located on the first floor of each building and apartments numbered 9 through 16, inclusive, are located on the second floor of each building (e.g. Apartments D-1 through D-8 are located on the first floor of Building D, while Apartments D-9 through D-16 are located on the second floor of Building D).
- (b) Each apartment contains one bedroom, one bathroom, a dressing room, a kitchen, a living room and a lanai. The enclosed floor area, exclusive of lanai, is approximately 584 square feet and the lanai is approximately 141 square feet, making a total gross floor area of 725 square feet.
- (c) Each apartment has immediate access to the corridors and thereby to the stairways of its building leading to the walkways, driveways and parking areas connecting it to the entrances to the project.
- (d) The respective apartments shall not be deemed to include the undecorated or unfinished surfaces of the perimeter walls or interior load-bearing walls, the unfinished surfaces of the floors and ceilings surrounding each apartment or any pipes, wires, conduits or other utility or service lines running through each apartment which are utilized for or serve more than one apartment, the same being deemed common elements as hereinafter provided. Each apartment shall be deemed to include its adjacent lanai, all the walls and partitions which are not load-bearing within its perimeter walls, the inner decorated or finished surfaces of all walls, floors, ceilings, doors, windows and glass walls and all fixtures and appliances originally installed therein, including a

built-in range with oven, hood and fan, refrigerator, disposal, hotwater heater, lighting fixtures, and wall-to-wall carpeting in the living room, dressing room and bedroom and drapes in the living room and bedroom.

COMMON ELEMENTS: One (1) estate is designated in all remaining portions of the project, called the "common elements", including specifically but not limited to:

- (a) Said land described above.
- (b) The foundations, floor slabs, columns, girders, beams, supports, unfinished perimeter and load-bearing walls, roofs, stairways, corridors, storage rooms, and laundry rooms of said buildings.
- (c) The yards, grounds, landscaping, walkways, swimming pools, recreational facilities, refuse facilities and maintenance and administration buildings.
- (d) The roads, parking areas and driveways.
- (e) All pipes, wires, ducts, cables, conduits, public utility lines and other central and appurtenant installations running within said land and to and through the buildings for services such as power, light, water, gas, sewer, telephone and radio and television signal distribution.
- (f) Any and all other apparatus and installation of common use and all other parts of the property necessary or convenient to its existence, maintenance and safety, or normally in common use.
- (g) The manager's apartment.

LIMITED COMMON ELEMENTS: Certain parts of the common elements (herein called the "limited common elements"), are 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:

- (a) The land situated within the outer perimeter of each of said two-story buildings shall be appurtenant to and for the exclusive use of the apartments located in the respective building.
- (b) The parking space designated in an apartment lease as appurtenant to the apartment demised by said lease shall be for the exclusive use of that apartment.

INTEREST TO BE CONVEYED TO PURCHASER: Each of the one hundred sixty (160) apartments shall have appurtenant thereto an undivided 1/160 or 0.625 percentage interest in all common elements of the project (called the "common interest") and the same proportionate share in the common expenses of the project and for all other purposes including voting. The Declaration shows that purchasers will have access to Waipouli Beach via a footpath over which purchasers will have a non-exclusive easement.

PURPOSE OF PROJECT AND RESTRICTIONS AS TO USE: The apartments shall be occupied and used only as private dwelling units or hotel accommodations. Except for the limitations on use expressed in the Declaration under the heading of "Administration of Project", the owners of the respective apartments shall have the absolute right to lease such apartment subject to all provisions of the Declaration and apartment lease.

OWNERSHIP TO TITLE: The Developer in his notice of intention to sell represents that the owner of the fee is Niu Pia Farms, Ltd., a Hawaii corporation, whose principal place of business is Honolulu, Hawaii and whose post office address is P. O. Box 1074, Kailua, Hawaii 96734. The lien letter report dated May 7, 1971 and updated as of November 4, 1971 issued by Title Guaranty of Hawaii, Incorporated shows that the title to the fee is held by Niu Pia Farms, Ltd.

An unrecorded Development Contract of Plantation Hale dated August 10, 1971, by and between Niu Pia Farms, Ltd., as "Owner" and Blackfield Hawaii Corporation, as "Developer", shows that apartment leases will be issued by Niu Pia Farms, Ltd.

NOTE: The Development Contract states that the Developer shall take the leases from the Owner, for which no approved purchasers could be found.

ENCUMBRANCES AGAINST TITLE: The Developer in his notice of intention to sell and the certificate of title mentioned above describe the following encumbrances:

1. A 75-foot building setback line as shown on Map 6, filed with Land Court Application No. 1166 and noted on Transfer Certificate of Title No. 91931 as set forth by Land Court Order No. 29243, filed November 22, 1968.
2. Designation of Easement "E" over and across Lots 9, 10 and 11, as shown on Map 7, filed with Land Court Application No. 1166 and noted on Transfer Certificate of Title No. 91,931, as set forth by Land Court Order No. 30594, filed on September 12, 1969.
3. Declaration of Horizontal Property Regime of Plantation Hale dated August 10, 1971, filed as Land Court Document No. 549426. Condominium Map No. 118.
4. Amendment to the Declaration dated October 12, 1971, filed as Land Court Document No. 556226.
5. For any Taxes that may be due and owing and a lien on the land under search, reference is hereby made to the Office of the Tax Assessor of the District in which said land is situated.

FINANCING OF PROJECT: The Developer has submitted a notarized statement of the total estimated cost of completing the project and a program of financing, which shows sufficient funds to cover the total project cost. The Developer has been assured by its parent corporation, Pacific Lighting Corporation, that the latter will arrange for or provide all interim construction funds necessary for the project. The Developer reports that these funds will come by way of a construction loan from the Wells Fargo Bank of Los Angeles, California. The Developer has also obtained commitments for permanent loans to purchasers from Public Federal Savings & Loan Association of Philadelphia, Pennsylvania.

PURCHASE MONEY HANDLING: The Escrow Agreement described below and the Combined Sales and Agency Agreement have been examined and found to be in compliance with Chapter 514, Hawaii Revised Statutes. The conditions referring to the issuance of a final public report prior to the completion of construction have been complied with. It is incumbent upon the purchaser to read with care the Combined Sales and Agency Agreement and a copy of the executed Escrow Agreement.

ESCROW AGREEMENT: A copy of the Escrow Agreement entered into by and between Bank of Hawaii, a Hawaii corporation, as Escrow, and the Developer, as Seller, has been submitted to the Commission as part of the registration. The Escrow Agreement establishes how the proceeds from the sale of apartments and funds from other sources shall be placed in trust as well as how such funds shall be retained and disbursed. It is provided, among other things, that a purchaser's funds may not be released until the purchaser has received title to the apartment purchased and the project has been completed free of liens or all liens have been provided for.

Among other provisions, the Escrow Agreement provides that Escrow Agent shall refund to Purchaser all of Purchaser's funds, without interest and less the cancellation fee in the sum of \$10.00, if purchaser shall request in writing refund of his funds and any one of the following shall have occurred:

- (a) Seller requests Escrow in writing to return to Purchaser the funds of Purchaser then being held hereunder by Escrow; or
- (b) If a Purchaser's funds were obtained prior to the issuance of the final public report for the project and if there is any change in the condominium building plans, subsequent to the execution of Purchaser's sales

agreement, 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 of acceptance of the specific change; or

- (c) If the final public report differs in any material respect from the preliminary public report of the Real Estate Commission of the State of Hawaii, unless the Purchaser has given written approval or acceptance of the difference; or
- (d) If the final public report is not issued within one year from the date of issuance of said preliminary public report; or
- (e) If the project cannot be completed by December 1, 1973, subject to paragraph 11 of the aforementioned sales agreement; or
- (f) As to any Purchaser in the State of California, if Seller has not sold 80 percent of the apartments in the project within one year from the date of issuance of the California Public Report and Permit and the Seller cannot show that the project will be completed in the following six-month period, Purchaser shall be entitled to a refund of his funds, without interest.

COMBINED SALES AND AGENCY AGREEMENT: Under this sales agreement, the purchaser may wish to have the Agent therein designated, Transportation Consultants International, manage his apartment as a hotel accommodation when the purchaser is not occupying the apartment. If the purchaser does not desire to have his apartment managed as a hotel accommodation, he may indicate his desire in the sales agreement. It is incumbent upon the purchaser to read the sales agreement with care in order to ascertain whether his personal requirements and expectations will be derived from the property.

Purchaser belonging to the rental pool shall not himself rent his apartment to anyone without Agent's prior approval and, whether or not such approval is obtained, Purchaser will remit immediately all rents which may be received by him to Agent.

The Developer has informed the Commission that it is the Developer's intention to register this project for sale as a condominium under the laws of the State of California and also to register this project with the Securities Exchange Commission.

MANAGEMENT OF THE PROJECT: The Declaration provides that the operation of the project shall be conducted for the Association by a responsible corporate managing agent. Transportation Consultants International, Suite 207-A, 2273 Kalakaua Avenue, Honolulu, Hawaii, will be the initial Managing Agent of the project.

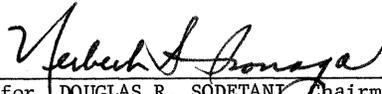
The Initial Managing Agent shall continue for a period of five years after the first final closing of the sale of an apartment in the project; provided however, that after two years a three-fourths majority vote of all apartment owners participating in the hotel operation may vote to terminate the agent.

STATUS OF PROJECT: A Construction Contract dated August 4, 1971, made with Blackfield Hawaii Corporation as Contractor has been filed with the Commission. The Construction Contract calls for a commencement date of June, 1972. It is anticipated that construction of the project will be completed before December 1, 1973.

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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 August 26, 1971 and information subsequently filed as late as November 18, 1971.

This FINAL HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT is made a part of REGISTRATION NO. 406, filed with the Commission on August 26, 1971. 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 in color.

  
for DOUGLAS R. SODETANI, Chairman  
REAL ESTATE COMMISSION  
STATE OF HAWAII

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Distribution:

DEPARTMENT OF TAXATION  
BUREAU OF CONVEYANCES  
PLANNING COMMISSION, COUNTY OF KAUAI  
FEDERAL HOUSING ADMINISTRATION  
ESCROW AGENT

Registration No. 406  
December 7, 1971