

# 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  
HOLIDAY PLANTATION  
Makaha, Oahu, Hawaii

REGISTRATION NO. 577

### 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: August 13, 1973  
Expires: September 13, 1974

#### 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:

THIS REPORT REFLECTS INFORMATION DISCLOSED IN THE REQUIRED NOTICE OF INTENTION SUBMITTED JUNE 22, 1973. THE DEVELOPER, IN NOTIFYING THE COMMISSION OF ITS INTENTION TO SELL, IS COMPLYING WITH THE REQUIREMENTS OF THE HORIZONTAL PROPERTY ACT (CHAPTER 514, HAWAII REVISED STATUTES).

1. Holiday Plantation is a proposed leasehold condominium project consisting of 61 two and three-story apartment buildings of wood frame construction, with 850 residential units, all of which will be sold by the developer upon and subject to the terms and provisions of apartment leases to be issued by the owner of the fee simple title. There will be 1,095 parking stalls, a single-story resident manager's office building, 13 utility buildings and 3 recreational cabanas.
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 the Preliminary Public Report.

3. Basic documents (Declaration of Horizontal Property Regime, By-Laws of Association of Apartment Owners and a copy of Approved Floor Plans) have not been filed in the Office of the Recording Officer.
4. The Developer has advised the Commission that advertising and promotional matter required to be filed pursuant to the rules and regulations promulgated by the Commission will be submitted prior to public exposure.
5. The Developer has submitted a statement of estimated costs involved in completing the project and loan commitment letters from Hawaii National Bank, Honolulu, to provide both construction financing and long-term mortgage loans to individual qualified purchasers of two-thirds of the units. A loan commitment letter from the same lending institution for the construction and long-term financing for the balance of the units will be forthcoming in the near future.
6. The purchaser or prospective purchaser is advised to acquaint himself with the provisions of Chapter 514, Hawaii Revised Statutes, and the Rules and Regulations promulgated thereunder which relate to Horizontal Property Regimes.
7. This Preliminary Public Report is made a part of the registration of Holiday Plantation condominium project. The Developer has the responsibility of placing a true copy of the Preliminary Public Report (yellow paper stock) in the hands of all purchasers and prospective purchasers.
8. If the Final Public Report is not issued within one (1) year from the date of this Preliminary Public Report, purchasers and prospective purchasers shall be entitled to a refund of all monies without further obligation.

NAME OF PROJECT: HOLIDAY PLANTATION

LOCATION: Makaha, Oahu, Hawaii. The site, comprising 41.6 acres, is located in Makaha Valley. Street names and addresses are presently being assigned.

TAX MAP KEY: First Division, 8-4-02

ZONING: A-2

DEVELOPER: HOLIDAY MART, INC., a Hawaii corporation, whose business address is 801 Kaheka Street, Honolulu, Hawaii 96814, Telephone: 946-1646. The officers of Holiday Mart, Inc. are:

Edwin K. Q. Yee - President  
 August A. Yee - Vice President  
 A. Jack Woods - Vice President  
 Glenda K. Rother - Secretary  
 Hideo Tomita - Treasurer

ATTORNEY REPRESENTING DEVELOPER: Phillip L. Rother (Hogan, Rother & Grimes), Suite 320, Dillingham Transportation Building, 735 Bishop Street, Honolulu, Hawaii 96813, Telephone: 531-6851.

DESCRIPTION: The proposed Declaration of Horizontal Property Regime reflects that the proposed leasehold project shall contain sixty-one (61) two and three-story wood frame apartment buildings plus a single-story resident manager's office building of like construction. The apartments are of three types, 768 two-bedroom, one-bath apartments, 60 three-bedroom, one-bath apartments and 22 three-bedroom, one and one-half bath townhouses. The two and three-bedroom apartments are single story units located on the first,

second or third floors and the townhouses are two-story units. There are a total of 850 units plus the common buildings located on 41.6 acres. The resident manager's office is not a dwelling unit. None of the buildings contain basements. The 13 utility buildings contain laundry facilities and are the location of the mailboxes. The 3 cabanas are situated adjacent to the swimming pools and contain barbeque and recreational facilities. The units will be numbered 1 through 298 with a letter, A, B or C, indicating a first, second or third floor location, respectively, for the two and three-bedroom apartments. Apartment Numbers 1 and 2 are located in building number 1; 3A through 4C in building number 2; 5 and 6 in building number 3; 7A through 12C in building number 4; 13A through 18C in building number 5; 19A through 22C in building number 6; 23A through 28C in building number 7; 29 and 30 in building number 8; 31A through 36C in building number 9; 37A through 42C in building number 10; 43A through 46C in building number 11; 47A through 52C in building number 12; 53A through 56C in building number 13; 57A through 60C in building number 14; 61A through 66C in building number 15; 67A through 74C in building number 16; 75A through 82C in building number 17; 83A through 86C in building number 18; 87A through 88C in building number 19; 89A through 92C in building number 20; 93A through 98C in building number 21; 99A through 104C in building number 22; 105A through 108C in building number 23; 109A through 112C in building number 24; 113A through 116C in building number 25; 117 and 118 in building number 26; 119A through 126C in building number 27; 127A through 128C in building number 28; 129A through 132C in building number 29; 133 and 134 in building number 30; 135A through 144C in building number 31; 145A through 152C in building number 32; 153A through 158C in building number 33; 159A through 162C in building number 34; 163A through 170C in building number 35; 171 and 172 in building number 36; 173A through 180C in building number 37; 181 and 182 in building number 38; 183A through 190C in building number 39; 191A through 196C in building number 40; 197 and 198 in building number 41; 199A through 204C in building number 42; 205A through 210C in building number 43; 211A through 216C in building number 44; 217A through 224C in building number 45; 225A through 232C in building number 46; 233A through 234C in building number 47; 235A through 240C in building number 48; 241 and 242 in building number 49; 243A through 246C in building number 50; 247A through 248C in building number 51; 249A through 250C in building number 52; 251A through 258C in building number 53; 259A through 262C in building number 54; 263 and 264 in building number 55; 265A through 272C in building number 56; 273A through 278C in building number 57; 279A through 282C in building number 58; 283A through 292C in building number 59; 293 and 294 in building number 60; 295A through 298C in building number 61; and the manager's office in building number 62.

Seven Hundred Two (702) of the two-bedroom units also contain a bathroom, kitchen and living/dining room with a floor area of approximately 815 square feet. Of these, the ground floor units (A) also contain a lanai of approximately 120 square feet and the second floor (B) units and third floor (C) units, a lanai of approximately 30 square feet. Sixty-six (66) of the two-bedroom units also contain a bathroom, kitchen and living/dining room with a floor area of approximately 822 square feet. Of these, the ground floor units (A) also contain front and side lanais with a total area of approximately 140 square feet and the second floor (B) units and third floor (C) units, front and side lanais with a total area of approximately 50 square feet.

The sixty (60) three-bedroom units also contain a bathroom, kitchen and living/dining room with a floor area of approximately 993 square feet. Of these, the ground floor units (A) also contain a front lanai of approximately 120 square feet and the second floor (B) units and third floor (C) units, a front lanai of approximately 30 square feet.

The twenty-two (22) townhouses contain three bedrooms, a walk-in closet, one and one-half bathrooms, a living room and dining room with a floor area of approximately 1,283 square feet and front and back lanais totalling approximately 234 square feet.

The units will be numbered in the manner shown on the Condominium Map. Each unit will 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 and ceilings, the spaces within the perimeter walls, floors and ceilings, the adjacent lanai or lanais, and all fixtures originally installed therein including refrigerator/freezer, electric range with oven and garbage disposer. All apartment square footage figures are approximate and are based on measurements to the center line of party walls, to the inside of outside walls and omitting duct space. There will be parking stalls for 1,095 automobiles.

COMMON ELEMENTS: The common elements will include the limited common elements hereinafter described and all other portions of the land and improvements other than the apartments and they shall specifically include but not be limited to the above-described land and improvements thereon; all foundations, columns, girders, beams, supports, bearing walls, roofs, chases, entries, stairways, walkways, and entrances of the buildings; all yards, grounds, landscaping, mailboxes, storage rooms, laundry areas, and refuse facilities; all parking areas, sidewalks and driveways; all ducts, electrical equipment, wiring and other central and appurtenant installations including all utilities; all cabanas, wading pools, swimming pools and equipment; resident manager's office building; and all other elements and facilities rationally in common use or necessary to the existence, upkeep and safety of the buildings of the project.

LIMITED COMMON ELEMENTS: The proposed Declaration reflects that certain parts of the common elements, herein called "limited common elements", are designated and set aside for the exclusive use of certain units. Such units shall have appurtenant thereto easements for the use of such limited common elements as follows:

One parking space shall be assigned to each of the two-bedroom apartments and two parking spaces to each of the three-bedroom apartments and townhouses upon the original conveyance thereof and shall be appurtenant to and for the exclusive use of such unit.

NOTE: Of the 1,095 parking stalls available, a total of 932 stalls shall be assigned to apartment owners at the time of original conveyance of apartments. The Developer has advised the Commission that the balance of 163 parking stalls shall be designated as follows:

- (a) 77 stalls will be offered by the Developer for purchase and use as additional parking.
- (b) 52 stalls shall be designated as utility parking for apartment owners.
- (c) 34 stalls shall be designated for guest parking.

INTEREST TO BE CONVEYED TO PURCHASER: Apartment units shall have appurtenant to each the undivided interest in all common elements of the project as follows: all two-bedroom apartment units - .114189%; all three-bedroom apartment units - .139129%; and all townhouse units - .179760%.

The common interest, proportionate share in all common profits and expenses of the project and proportionate representation for voting purposes in the Association of Apartment Owners and all other purposes shall be in said percentage for each apartment.

USE: All apartments of the project may be used only for residential purposes. No apartment shall be used in connection with the carrying on of any trade or business whatsoever. The owners of the respective apartments shall have the absolute right to lease the same subject to the limitations, restrictions, covenants and the conditions of the Declaration.

NOTE: According to the proposed House Rules, each 2-bedroom apartment shall have no more than four (4) occupants therein, and each 3-bedroom apartment and townhouse shall have no more than six (6) occupants therein.

Purchasers are advised to study the proposed House Rules with care as there are many unique rules which are not customarily found in other condominium projects.

OWNERSHIP OF TITLE: A Preliminary Report dated May 21, 1973 has been issued by Title Guaranty of Hawaii, Incorporated, a licensed abstractor, which indicates that title to the land is vested in Makaha Valley, Incorporated. A warranty deed conveying title to the land to Edwin Yee, Ltd. and Makaha Valley, Incorporated (dba Holiday Plantation, a joint venture) has been executed and is in escrow awaiting recordation. A copy of said deed and a form of lease to Holiday Mart, Inc., the Developer, has been filed with the Commission. The Developer advises that said lease will ultimately be surrendered simultaneously with the issuance of apartment leases directly from said joint venture to the purchasers of the condominium units. The project will be located exclusively on Lot 1009, area 41.6 acres, all as described in Transfer Certificate of Title Number 154,451 issued to Makaha Valley, Incorporated.

ENCUMBRANCES AGAINST TITLE: Said Preliminary Report, a copy of which is on file with the Commission, indicates that said land is presently subject to two mortgages. However, the Developer advises that said mortgages will be released at the time of the recordation of said deed in the near future. Said Preliminary Report also discloses a grant of basal water rights in favor of the City and County of Honolulu. For any taxes that may be due and owing on the land, reference is hereby made to the Office of the Tax Assessor of the First Taxation Division.

PURCHASE MONEY HANDLING: An executed Escrow Agreement, dated June 8, 1973, identifies Security Title Corporation as the Escrow Agent. Upon examination of the Escrow Agreement, it is found to be in consonance with Chapter 514, Hawaii Revised Statutes, and particularly Section 514-35 through Section 514-40. Among other provisions, the Escrow Agreement provides that Escrow Agent shall refund to Purchaser all of Purchaser's funds, without interest, if Purchaser shall in writing request refund of his funds and any one of the following shall have occurred:

- a. Escrow Agent receives a written request from Developer to return to Purchaser the funds of such Purchaser then held under the Escrow Agreement by Escrow Agent; or
- b. If a Purchaser's funds were obtained prior to the issuance of the Final Public Report and if there is any change in the condominium building plans, subsequent to the execution of Purchaser's Contract of Sale, 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 or acceptance of the specific change; or
- c. If the Purchaser enters into a Contract of Sale prior to the time the Final Public Report is issued, and the Final Report differs in any material respect from this Preliminary Report; or
- d. If the Final Public Report is not issued within one year from the date of issuance of this Preliminary Public Report.

It is incumbent upon the Purchaser and prospective Purchaser to read and understand the Escrow Agreement before executing the Contract of Sale, since the Escrow Agreement prescribes the procedure for receiving and disbursing

Purchaser's funds and the Contract of Sale specifically provides that the Purchaser approves said Escrow Agreement.

Among other provisions, the Contract of Sale provides that (1) Seller expressly reserves the right to sell or lease unsold units free from any restrictions on such sale or lease which may under the By-Laws apply to Purchaser; (2) In the event the designated date of occupancy occurs prior to the date of closing, Buyer agrees to take possession of the apartment and pay to Seller as monthly rent, in advance on the first day of each month, a sum equal to the lease rent, taxes, maintenance and interest expense applicable to the apartment each month until the date of closing; (3) Seller reserves the right to modify the Declaration, By-Laws and Apartment Leases as may be required by law, any title insurance company, Lessor, and any institutional mortgagee or otherwise, provided that no such modification shall:

- (a) increase buyer's share of common expenses;
- (b) increase cost of the property covered thereby;
- (c) require a substantial physical change of the building in which the apartment is situated;
- (d) reduce the obligations of Seller for common expenses on unsold apartments;
- (e) substantially impair or modify any of the obligations undertaken by Seller; or
- (f) increase the rental obligation under the Apartment Lease; and

(4) That the Seller further reserves the right to make changes in the apartment and other apartments and in common elements but, except as provided in the Declaration, no changes shall be made which substantially affect the physical location or design of the apartment or substantially change the design of the other apartments.

MANAGEMENT OF PROJECT: The By-Laws which are incorporated in the Declaration provide that the operation of the project shall be conducted for the Association under the direction of its Board of Directors by a responsible corporate managing agent. The Developer has submitted a copy of an executed Management Agreement to the Commission, dated June 8, 1973, with Dillingham Land Corporation, a Hawaii corporation, as Agent.

*John*  
STATUS OF PROJECT: A construction contract with E. E. Black, Ltd., as general contractor, has been executed June 5, 1973. Construction is scheduled to begin on the project on or about September 1, 1973, and is expected to be completed within approximately 29 months thereafter.

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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 22, 1973.

This is a PRELIMINARY HORIZONTAL PROPERTY REGIMES CONDOMINIUM PUBLIC REPORT which is made a part of REGISTRATION NO. 577, filed with the Commission on June 22, 1973.

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. SODEANT, CHAIRMAN  
REAL ESTATE COMMISSION  
STATE OF HAWAII

Distribution:  
DEPARTMENT OF TAXATION  
BUREAU OF CONVEYANCES  
PLANNING COMMISSION, CITY AND COUNTY OF HONOLULU  
FEDERAL HOUSING ADMINISTRATION  
ESCROW AGENT

Registration No. 577  
August 13, 1973