

# 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  
KONA ONENALO  
Alii Drive  
Kailua-Kona, Hawaii

REGISTRATION NO. 1021

### 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 10, 1978  
Expires: September 10, 1979

#### 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 and prospective purchaser is particularly directed to the following:

THE REPORT REFLECTS INFORMATION DISCLOSED IN THE REQUIRED NOTICE OF INTENTION SUBMITTED JULY 20, 1978, AND INFORMATION SUBSEQUENTLY FILED AS OF AUGUST 8, 1978. THE DEVELOPER, IN NOTIFYING THE COMMISSION OF ITS INTENTION TO SELL, IS COMPLYING WITH THE REQUIREMENTS OF THE HORIZONTAL PROPERTY ACT, CHAPTER 514A, HAWAII REVISED STATUTES, AS AMENDED.

1. KONA ONENALO is a proposed fee simple condominium project consisting of twelve (12) residential buildings each containing one (1) apartment for a total of twelve (12) apartments. Twenty-four parking spaces are available as shown on the plans for said project. Each apartment unit shall have at least one (1) parking space appurtenant to it.

2. The Developer of the project has submitted to the Commission for examination all documents and exhibits deemed necessary for the issuance of this Preliminary Public Report.
3. The basic documents (Declaration of Horizontal Property Regime, with By-Laws of Association of Apartment Owners attached, and a copy of the approved floor plans) have not yet been recorded in the office of the recording officer.
4. Advertising and promotional matter required to be filed pursuant to the rules and regulations promulgated by the Commission will be submitted prior to public dissemination.
5. The purchaser or prospective purchaser is advised to acquaint himself with the provisions of Chapter 514A, Hawaii Revised Statutes, and the Condominium Rules and Regulations which relates to Horizontal Property Regime.
6. This Preliminary Public Report is made a part of the registration on KONA ONENALO 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 and for securing a signed copy of the receipt for Horizontal Property Regime Public Report from each prospective purchaser.
7. This Preliminary Public Report automatically expires thirteen (13) months from the date of issuance, August 10, 1978, unless a final or supplementary report is published or the Commission, upon review of the registration, issues an order extending the effective period of this report.

NAME OF PROJECT: KONA ONENALO

LOCATION: The project is located on land situate on Alii Drive at Kailua-Kona, Hawaii. The description of the land and the reserved easements, rights, powers and privileges are more fully set forth in the Declaration.

TAX KEY: 7-7-10:29-34, 78-80, Third Division

ZONING: RS-7.5 Residential District

DEVELOPER: The Notice of Intention reveals the Developer to be NORTH PARK INDUSTRIAL, a California partnership registered to do business in Hawaii, consisting of Bratton Development Corporation and Ventura Westlake Development Corp., both California corporations, having their principal place of business and post office address at 971-B Westlake Boulevard, Westlake Village, California 91361 (Telephone (213) 889-7500).

ATTORNEY REPRESENTING DEVELOPER: Ashford & Wriston (Galen C. K. Leong), 235 Queen Street, Honolulu, Hawaii 96813 (Phone: 524-4787).

DESCRIPTION OF PROJECT: The proposed Declaration states that there will be twelve separate buildings in the Project, each consisting of two stories constructed principally of wood, metal and glass. The parking area will contain twenty-four parking stalls. The recreation area will consist of a swimming pool and jacuzzi.

The apartments are more particularly described as follows:

(a) Twelve (12) estates are designated as apartments in the spaces within the perimeter walls, floors and ceilings of each of the apartments contained in the twelve separate buildings located in the Project as shown on the Condominium Map. The apartments, as well as the buildings, are designated as Apartments 1 through 12, inclusive.

(b) The apartments are all of the same plan and are further described as follows: Each apartment contains 9 rooms situated on two floors connected by an interior stairway. On the first floor are an entry, living-dining room, kitchen, den and bathroom, with a lanai off of the living-dining room, and on the second floor are a master bedroom, another bedroom and two bathrooms, with a lanai off of the master bedroom. There is no basement. The approximate gross floor area of each is 2504 square feet (comprised of floor areas as follows: first floor, 1100 square feet; lanai, 151 square feet; entry deck, 36 square feet; second floor, 1100 square feet; lanai, 117 square feet).

(c) Each apartment has immediate access to the walkways of the Project which connect the apartment to the parking area and the adjacent public street.

(d) Except as specifically otherwise provided in the Declaration, an apartment 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 on the first floor and the unfinished surfaces of the ceilings of the second floor which surround each apartment or any pipes, wires, conduits or other utility or service lines running through such apartment which are utilized for or serve more than one apartment, the same being deemed common elements as herein provided. Each apartment shall be deemed to include all of the walls and partitions within its perimeter walls,

the inner decorated or finished surfaces of all walls, the floors on the first floor and ceilings of the second floor, the lanai on the first floor and the lanai on the second floor, all windows and glass walls at the perimeter of the apartment and all fixtures and appliances originally installed therein for its exclusive use.

COMMON ELEMENTS: The remaining portions of the Project are designated as "common elements", including specifically but not limited to:

- (a) The land in fee simple.
- (b) The yards and grounds, fences, walkways, driveways and pavement.
- (c) The recreational facilities, including the swimming pool.
- (d) Central facilities and appurtenant installations for utility and other common services such as power, light, gas and water.
- (e) All other apparatus and installations existing for common use, including the storage shed.
- (f) 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 designated and set aside for the use of certain apartments, and such apartments shall have appurtenant thereto exclusive easements for the use of such limited common elements as follows:

- (a) The land beneath each building and all of the common elements comprising such building shall be appurtenant to and for the exclusive use of the apartment located within such building.
- (b) The cesspool serving each apartment shall be appurtenant to and for the exclusive use of such apartment and all costs incurred on account of such cesspool shall be assessed against such apartment.
- (c) Each apartment shall have appurtenant thereto an exclusive right to use the parking stall or stalls assigned to such apartment in the Apartment Deed and as set forth in the Exhibit attached hereto. Each apartment shall always have at least one parking stall appurtenant to it but otherwise any parking stall may be conveyed and made appurtenant to another apartment by a written instrument expressly

identifying the apartment to which the parking stall is appurtenant as well as the apartment to which the parking stall will become appurtenant, which written instrument shall be denominated as an amendment of the Declaration, shall be executed by the owner of each apartment affected with the consent of the mortgagee of each apartment affected; provided, however, that there shall be at all times at least one parking stall appurtenant to each apartment. The conveyance and Amendment of Declaration shall be effective upon filing of the same in the Bureau of Conveyances and in the Office of the Assistant Registrar of the Land Court of the State of Hawaii. A copy of said instrument, together with the recording data, shall be given to the Association by the affected apartment owners within 15 days of the filing thereof.

INTEREST TO BE CONVEYED TO PURCHASER: Each apartment shall have appurtenant thereto an undivided one-twelfth (1/12) interest (an undivided 8-1/3 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.

EASEMENTS: In addition to any easements designated in the proposed Declaration in the limited common elements, the apartments and common elements shall have and be subject to the following easements:

1. Each apartment shall have appurtenant thereto nonexclusive easements in the common elements designed for such purposes for ingress to, egress from and utility services for such apartment; in the other common elements for use according to their respective purposes, subject always to the exclusive or limited use of the limited common elements as herein provided.

2. If any part of the common elements encroaches upon any apartment or limited common element, a valid easement for such encroachment and the maintenance thereof, so long as it continues, shall and does exist. If any portion of the Project shall be partially or totally destroyed and then rebuilt, minor encroachments of any parts of the common elements due to construction shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist.

3. The Association of Apartment Owners of the Project shall have the right, to be exercised by its Board of Directors or Managing Agent, to enter any apartment and limited common element from time to time during reasonable hours as may be

necessary for the operation of the Project or for making emergency repairs therein required to prevent damage to any apartments or common elements or for the installation, repair or replacement of any common elements.

PURPOSES AND RESTRICTIONS: The apartments shall be occupied and used as dwellings by the respective owners thereof, their tenants, families, domestic servants and guests.

Except for the above expressed restrictions, the owners of the respective apartments shall have the absolute right to lease such apartments subject to all provisions of the Declaration.

OWNERSHIP OF TITLE: The Developer reports that title to the land is vested in North Park Industrial. The title insurance policy dated May 16, 1978, issued by Title Insurance and Trust Company confirms such ownership.

ENCUMBRANCES AGAINST TITLE: Said title insurance policy dated May 16, 1978 reports that title to the land is subject to the following:

1. For real property taxes that may be due and owing, reference is hereby made to the Office of the Tax Assessor, Third Division.
2. Reservation in favor of the State of Hawaii of all mineral and metallic mines.
3. Location of the seaward boundary in accordance with the law of the State of Hawaii, and shoreline setback line in accordance with County Regulation and/or Ordinance.
4. Reservations in favor of the State of Hawaii of minerals, surface and ground waters and prehistoric and historic remains as reserved in Deed dated May 2, 1978, recorded in Liber 12898, at Page 399.
5. The following terms, conditions and covenants as set forth in Deed dated May 2, 1978, recorded in Liber 12898, at Page 399:

"1. That the use and enjoyment of the land herein conveyed shall not be in support of any policy which discriminates against anyone based upon race, creed, color, national origin or a physical handicap.

2. That the remnant shall be consolidated with its abutting property and the use or subdivision thereof whether in combination,

consolidation or otherwise with other land, shall be in accordance with the appropriate zoning and subdivision laws and ordinances of the State of Hawaii and the City and County of Honolulu."

6. Mortgage dated May 4, 1978, by and between North Park Industrial, a California general partnership, as Mortgagor, and Edith Mattson Carlsmith, wife of Carl Wendell Carlsmith, as Mortgagee, filed as Land Court Document No. 875574, and also recorded in Liber 12898, at Page 422. By Assignment of Mortgage and Promissory Note as collateral security dated May 3, 1978, filed as Land Court Document No. 875575, and also recorded in Liber 12898, at Page 436, Edith Mattson Carlsmith, wife of Carl Wendell Carlsmith, assigned to Bank of Hawaii, a Hawaii corporation, said mortgage as security to that certain promissory note of even date, in the amount of \$172,000.00.

PURCHASE MONEY HANDLING: A copy of the specimen Sales Contract and the executed Escrow Agreement dated July 18, 1978, have been submitted as part of the registration. The Escrow Agreement identifies Title Guaranty Escrow Services, Inc. as the Escrow. Upon examination, the Sales Contract and the executed Escrow Agreement are found to be in compliance with Chapter 514A, Hawaii Revised Statutes, as amended. It is incumbent upon the purchaser and prospective purchaser that he read with care the specimen Sales Contract and the executed Escrow Agreement. The latter agreement establishes how the proceeds from the sale of apartments and all sums received from any source are placed in escrow, as well as the methods of disbursement of said funds.

The specimen Sales Contract also provides, in part, that all rights of a Purchaser are and shall be subject and subordinate to the liens of any mortgage(s), advances or sums heretofore or hereafter made to finance the construction and other costs of the project.

MANAGEMENT AND OPERATIONS: The Declaration discloses that the administration of the project shall be vested in the Association of Apartment Owners. Operation of the project shall be conducted for the Association by a responsible corporate Managing Agent who shall be appointed by the Association in accordance with the Bylaws except that the initial Managing Agent shall be appointed by the Developer. It is anticipated that Kanaloa Realty and Property Managers, Inc., whose principal place of business and post office address is 75-5699R Alii Drive, Kailua-Kona, Hawaii 96740 (Phone: 329-2717), will be named as the initial Managing Agent.

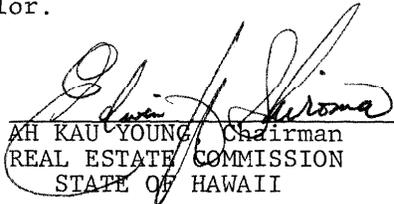
STATUS OF PROJECT: The estimated date of commencement of the project is November 1, 1978.

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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 July 20, 1978 and information subsequently filed as of August 8, 1978.

This PRELIMINARY HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT is made a part of REGISTRATION NO. 1021.

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 in color.

  
(for) AH KAU YOUNG, Chairman  
REAL ESTATE COMMISSION  
STATE OF HAWAII

Distribution:

Department of Taxation  
Bureau of Conveyances  
Planning Commission, County of Hawaii  
Federal Housing Administration  
Escrow Agent

Registration No. 1021

August 10, 1978

EXHIBIT

Parking Stall Assignments

<u>Apartment No.</u>	<u>Assigned Parking Stalls</u>
1	K and W
2	J and V
3	I and U
4	L and X
5	H and T
6	A and M
7	G and S
8	F and R
9	E and Q
10	D and P
11	C and O
12	B and N