

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
KONA COFFEE VILLAS
Mamalahoa Highway
North Kona, Island and County of Hawaii, Hawaii

REGISTRATION NO. 1124

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: May 14, 1980
Expires: June 14, 1981

SPECIAL ATTENTION

A comprehensive reading of the 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 described to the following:

THE REPORT REFLECTS INFORMATION DISCLOSED IN THE REQUIRED NOTICE OF INTENTION SUBMITTED APRIL 26, 1979, AND INFORMATION SUBSEQUENTLY FILED AS OF SEPTEMBER 13, 1979, AND AS OF MAY 5, 1980. THE DEVELOPER, IN NOTIFYING THE COMMISSION OF ITS INTENTION TO SELL AND SUBMITTING INFORMATION OF MATERIAL CHANGES IN THE PROJECT, IS COMPLYING WITH THE REQUIREMENTS OF THE HORIZONTAL PROPERTY REGIMES LAW, CHAPTER 514A, HAWAII REVISED STATUTES.

1. Since the issuance of the Preliminary Public Report and the Supplementary Public Report, the Developer reports that material changes have been made in the plan or setup as presented in the Notice of Intention submitted April 26, 1979, and the information subsequently filed September 13, 1979.

The Developer has informed the Commission that the seven (7) separate residential buildings (not including the recreation building) containing a total of one hundred seventy-six (176) apartments and two hundred thirty-five (235) parking stalls will be constructed in three increments of sixty (60), forty-eight (48) and sixty-eight (68) apartments, respectively. The Developer has reserved the right to complete and convey any apartment in any increment prior to the completion of any other apartment in any other increment.

This Final Public Report (white paper stock) amends the Preliminary Public Report (yellow paper stock) and Supplementary Public Report (pink paper stock), becoming a part of the Kona Coffee Villas registration. The Developer is responsible for placing a true copy of this Final Public Report in the hands of all purchasers and prospective purchasers, along with a copy of the Preliminary and Supplementary Public Reports. The purchaser shall sign the required receipt or receipts signifying that he has had an opportunity to read all reports.

2. The Commission has determined that 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 been filed in the office of the recording officer.

The Declaration and By-Laws dated January 9, 1980, have been recorded in the Bureau of Conveyances of the State of Hawaii in Liber 14682 at Page 429, together with site, floor and elevation plans filed as Condominium File Plan No. 723.

3. No advertising and promotional matter has been filed pursuant to the rules and regulations promulgated by the Commission.

4. The purchaser or prospective purchaser is advised to acquaint himself with the provisions of Chapter 514A, Hawaii Revised Statutes, as amended, and the rules and regulations promulgated thereunder which relate to the Horizontal Property Act.

5. This public report automatically expires thirteen (13) months after the date of issuance, May 14, 1980, unless a further supplementary report is published or the Commission, upon review of the registration, issues an order extending the effective period of this report.

The information in the Preliminary Public Report of June 28, 1979, and the Supplementary Public Report of September 19, 1979, has not been disturbed except for the following: DESCRIPTION, INTEREST TO BE CONVEYED TO PURCHASER, DEVELOPER'S OPTION TO CONSTRUCT ADDITIONAL INCREMENTS, DEVELOPER'S OPTION TO WITHDRAW AREAS, ENCUMBRANCES AGAINST TITLE, STATEMENT OF FINANCING, and EXHIBIT "B" (parking plan).

DESCRIPTION: The information under Section 1, "Incremental Development" and Section 3, "apartments" this topical heading in the Supplementary Public Report has been amended in its entirety as follows:

1. Incremental Development.

(a) The Project will be completed and occupied in three (3) separate increments of sixty (60), forty-eight (48), and sixty-eight (68) apartments, respectively, as more particularly described hereinbelow, and the Developer has reserved the right to complete, obtain a Certificate of Occupancy for, and convey title to the apartments contained in each building in each of said increments prior to the completion of other buildings in that increment or of any increment to be constructed later in time as herein provided.

The first increment, Increment I, shall consist of Buildings A and B of Increment I, the sewage treatment plant, the recreation pavilion, swimming pool, play area, tennis courts, driveways, parking and utility installations adequate to service such buildings and facilities.

The second increment shall consist of Buildings A and B of Increment II, driveways, parking and utility installations adequate to service such building.

The final increment shall be comprised of the remainder of the improvements of the Project, including Buildings AB, C and D of Increment III.

(b) In furtherance of the rights reserved to the Developer under this paragraph, Developer, its employees, agents, contractors and subcontractors, shall have the right at any time, and from time to time, to enter upon the Project and the common elements thereof and do all things reasonably necessary, desirable or useful for constructing and completing the second and third increments (said second and third increments shall hereafter be referred to as the "Additional Increments"), connecting the same to the utility installations of the Project, and selling the apartments contained within said Additional Increments, upon and subject to the following terms and conditions:

(i) Each of the Additional Increments shall be constructed in accordance with the plans and specifications therefor, as contained in said Condominium Map, or in accordance with such modified plans and specifications as shall be approved by the Developer; provided, however, that no modification of the plans as incorporated in said Condominium Map shall: (a) require the alteration or demolition of any existing apartments or any buildings or structures constituting part of the common elements; or (b) omit any of the recreational facilities or amenities described herein; or (c) increase the share of the common expenses payable by the existing owners;

(ii) Developer, or its contractor, shall secure a performance and payment bond for each Additional Increment naming as obligee the Developer in a penal sum of not less than one hundred percent (100%) of the cost of the construction of such increment guaranteeing completion thereof free and clear of all mechanic's and materialmen's liens;

(iii) The construction of the Additional Increments shall be performed in such manner as shall cause the least practicable annoyance to and interference with the then existing apartment owners. Each purchaser of an apartment, by his acceptance and occupancy of his apartment on closing, agrees: (a) to remain outside of any fenced or posted construction areas or any other areas upon which work is being performed pending completion, and to exert diligent efforts to prohibit entry into such areas by members of his household and by his invitees; and (b) to indemnify and save harmless Developer and its contractors and agents from and against any and all loss or liability for death or injury to persons or damage or loss of property on account of such entry either by the apartment purchaser or his family and invitees;

(iv) Developer shall have the right, at its own expense, to execute and record such amendments to the Declaration and said Condominium Map which may be necessary or appropriate in furtherance of the rights reserved to Developer under this paragraph to construct and complete the Additional Increments; and

(v) To the extent that the joinder of all apartment owners may be required in order to validate any amendment of the Declaration as contemplated under subparagraph (iv) hereinabove, such joinder shall be accomplished by power of attorney from each of the owners to the Developer, and the acceptance of ownership of an apartment in the Project shall constitute a grant of such power and such grant, being coupled with the interest of the Developer as herein reserved to develop portions of said Project in increments, shall be irrevocable so long as the rights reserved to Developer under this paragraph shall remain in existence pursuant to the terms hereof.

(c) The foregoing provisions to the contrary, notwithstanding, Developer shall have the right to complete any building in any increment at the same or at different times, and the completion of the third increment prior to the completion of the second increment shall not affect the right of Developer to complete the second increment at a later date, subject to all of the terms, covenants and conditions herein contained.

3. Apartments. Upon the completion of all three increments, the Project will be divided into one hundred seventy six (176) separately designated and described condominium apartment units (herein called the apartments), as more particularly described hereinbelow and on said proposed Condominium File Plan.

Increment I, Building A

<u>Apartment No.</u>	<u>Apartment Type</u>
101	A
102	A-R
103	A
104	A-R
105	A
106	A-R
107	A
108	A-R
109	A
110	A-R
201	B
202	C
203	C-R
204	C
205	C-R
206	C
207	C-R
208	C
209	C-R
210	B-R
301	D
302	E
303	E-R
304	E
305	E-R
306	E
307	E-R
308	E
309	E-R
310	D-R

Increment I, Building B

<u>Apartment No.</u>	<u>Apartment Type</u>
111	A
112	A-R
113	A
114	A-R
115	A
116	A-R
117	A
118	A-R

119	A
120	A-R
211	B
212	C
213	C-R
214	C
215	C-R
216	C
217	C-R
218	C
219	C-R
220	B-R
311	D
312	E
313	E-R
314	E
315	E-R
316	E
317	E-R
318	E
319	E-R
320	D-R

Increment II, Building A

<u>Apartment No.</u>	<u>Apartment Type</u>
121	A
122	A-R
123	A
124	A-R
125	A
126	A-R
127	A
128	A-R
221	B (H)
222	C (H)
223	C-R
224	C
225	C-R
226	C
227	C-R
228	B-R
321	D
322	E
323	E-R
324	E
325	E-R
326	E
327	E-R
328	D-R

Increment II, Building B

<u>Apartment No.</u>	<u>Apartment Type</u>
129	A
130	A-R
131	A
132	A-R
133	A
134	A-R
135	A
136	A-R
229	B (H)
230	C (H)
231	C-R
232	C
233	C-R (H)
234	C (H)
235	C-R (H)
236	B-R (H)
329	D
330	E
331	E-R
332	E
333	E-R
334	E
335	E-R
336	D-R

Increment III, Building AB

<u>Apartment No.</u>	<u>Apartment Type</u>
137	A
138	A-R
139	A
140	A-R
141	A
142	A-R
143	A
144	A-R
145	A
146	A-R
147	A
148	A-R
237	B
238	C
239	C-R
240	C
241	C-R
242	C

243	C-R(H)
244	C(H)
245	C-R
246	C
247	C-R
248	B-R
341	E-R
342	E
343	E-R
344	E
345	E-R
346	E
347	E-R
348	D-R

Increment III, Building C

<u>Apartment No.</u>	<u>Apartment Type</u>
149	A
150	A-R
151	A
152	A-R
153	A
154	A-R
155	A
156	A-R
249	B
250	C
251	C-R
252	C(H)
253	C-R
254	C
255	C-R(H)
256	B-R(H)
349	D
350	E
351	E-R
352	E
353	E-R
354	E
355	E-R
356	D-R

Increment III, Building D

<u>Apartment No.</u>	<u>Apartment Type</u>
157	A
158	A-R
159	A
160	A-R

257	B
258	C
259	C-R
260	B-R
357	D
358	E
359	E-R
360	D-R

NOTE: Apartment spaces designated with "R" after the apartment type on the above schedules are reverse types of such model. Apartment spaces designated with an "(H)" after the apartment type are units designed to accommodate handicapped persons, and differ in minor respects from the floor plan of such model, having a slightly larger bathroom #2, hallway and entrance. The total living area remains unchanged.

Subject to minor variations in floor plans, all apartments will have six (6) rooms and will consist of the following types:

- Type A - Apartment is on the ground floor. It has a living area of approximately 853 square feet, a lanai area of approximately 149 square feet, for a gross floor area of approximately 1002 square feet, and an enclosed garden court of at least 320 square feet which is designated as a limited common element as herein-after provided. Each apartment contains two bedrooms and two full baths.
- Type B - Apartment is on the second floor, at an end of the building. It has a living area of approximately 888 square feet, and a lanai area of approximately 149 square feet, for a gross floor area of approximately 1037 square feet. Each apartment contains two bedrooms and two full baths.
- Type C - Apartment is on the second floor. It has a living area of approximately 853 square feet and a lanai area of approximately 149 square feet, for a gross floor area of approximately 1002 square feet. Each apartment contains two bedrooms and two full baths.
- Type D - Apartment is on the third floor, at an end of the building. In all other respects, apartment is the same as Type B.

Type E - Apartment is on the third floor. In all other respects, apartment is the same as Type C.

All areas set forth hereinabove are computed by measuring from the centerline of exterior end walls and from the centerline of interior party walls, and no reduction has been made to account for interior walls, ducts, vent shafts and the like located within the perimeter walls.

INTEREST TO BE CONVEYED TO PURCHASER: Each apartment shall have appurtenant thereto a percentage interest (herein called the "common interest") and the same proportionate share in all common profits and expenses of the Project, and for all other purposes including voting as set forth in Exhibit "A" attached hereto.

All limited common elements' costs and expenses including, but not limited to, maintenance, repair, replacement, additions and improvements shall be charged to the owner of the apartment to which the limited common elements are appurtenant.

DEVELOPER'S OPTION TO WITHDRAW AREAS: The information under this topical heading in the Preliminary Public Report and the Supplementary Public Report has been deleted in its entirety.

DEVELOPER'S OPTION TO CONSTRUCT ADDITIONAL INCREMENTS: The information under this topical heading in the Preliminary Public Report and the Supplementary Public Report has been deleted in its entirety.

ENCUMBRANCES AGAINST TITLE: A Preliminary Title Report prepared by Title Guaranty of Hawaii, Inc., dated March 14, 1980, reflects the following encumbrances:

1. Reservation in favor of the State of Hawaii of all mineral and metallic mines.

2. For any taxes that are due and owing, reference is made to the Office of the Tax Assessor, Third Division.

3. Mortgage in favor of State Savings and Loan Association, a Utah corporation, recorded in the Bureau of Conveyances of the State of Hawaii in Liber 14574 at Page 53.

STATEMENT OF FINANCING: The total cost of the project is estimated to be \$15,700,000. The Developer intends to utilize a \$12,500,000 construction loan facility from State Savings and Loan Association in addition to its own funds to construct the Project. Each purchaser is expected to obtain and arrange for his own financing.

STATUS OF PROJECT: The Developer reports that construction on the entire Project commenced on or about October 1, 1979. The Commission has been furnished with a copy of construction contracts and the necessary 100% performance and payment bonds covering all three increments.

The purchaser or prospective purchaser shall be cognizant of the fact that this published report represents information disclosed by the Developer in the required Notice of Intention submitted April 26, 1979, and information subsequently filed as of September 13, 1979, and as of May 5, 1980.

This FINAL HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT is made a part of REGISTRATION NO. 1124 filed with the Commission on April 26, 1979.

The report, when reproduced, shall be a true copy of the Commission's public report. The paper stock must be white in color.

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

Distribution:

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

DATE: MAY 14, 1980

Registration No. 1124

EXHIBIT "A"

<u>Apartment Number(s)</u>	<u>Percentage Interest In Common Elements</u>
Increment I, Building A	
201, 210, 301, 310	0.58779%
101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 202, 203, 204, 205, 206, 207, 208, 209, 302, 303, 304, 305, 306, 307, 308, 309	0.56462%
Increment I, Building B	
211, 220, 311, 320	0.58779%
111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 212, 213, 214, 215, 216, 217, 218, 219, 312, 313, 314, 315, 316, 317, 318, 319	0.56462%
Increment II, Building A	
221, 228, 321, 328	0.58779%
121, 122, 123, 124, 125, 126, 127, 128, 222, 223, 224, 225, 226, 227, 322, 323, 324, 325, 326, 327	0.56462%
Increment II, Building B	
229, 236, 329, 336	0.58779%
129, 130, 131, 132, 133, 134, 135, 136, 230, 231, 232, 233, 234, 235, 330, 331, 332, 333, 334, 335	0.56462%
Increment III, Building AB	
237, 248, 348	0.58822%
137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 341, 342, 343, 344, 345, 346, 347	0.56462%

EXHIBIT "A" (continued)

<u>Apartment Number(s)</u>	<u>Percentage Interest In Common Elements</u>
Increment III, Building C	
249, 256, 349, 356	0.58779%
149, 150, 151, 152, 153, 154, 155, 156, 250, 251, 252, 253, 254, 255, 350, 351, 352, 353, 354, 355	0.56462%
Increment III, Building D	
257, 260, 357, 360	0.58779%
157, 158, 159, 160, 258, 259, 358, 359	0.56462%

EXHIBIT "B"

KONA COFFEE VILLAS

Parking Plan

Increment I

Total: 72 Stalls

Unit No.	Stall No.	Unit No.	Stall No.	Guest Parking
101	2	211	50	42
102	6	212	51	43
103	8	213	56	44
104	10	214	58	45
105	13	215	62	46
106	16	216	64	47
107	19	217	68	
108	22	218	71	
109	25	219	74	
110	28	220	77	
111	49, 79	301	1, 36	
112	52	302	4	
113	55	303	7	
114	59	304	9	
115	61	305	14	
116	65	306	15	
117	67	307	20	
118	70	308	21	
119	73	309	26	
120	76	310	27	
201	3	311	48	
202	5	312	53	
203	30	313	54	
204	11	314	57	
205	12	315	60	
206	17	316	63	
207	18	317	66, 78	
208	23	318	69	
209	24	319	72	
210	29	320	75	
		360	31, 32, 33, 34, 35, 37, 38, 39, 40, 41, 80, 81	

EXHIBIT "B"-CONTINUED

KONA COFFEE VILLAS

Parking Plan

Increment II

Total: 60 Stalls

Unit No.	Stall No.	Unit No.	Stall No.	Guest Parking
121	82	221	84	133
122	87	222	85	134
123	89	223	88	135
124	92	224	93	136
125	95	225	94	137
126	98	226	99	138
127	101	227	100	139
128	104, 236, 237	228	105	140
129	106, 112	229	108	141
130	111	230	109	142
131	114	231	113	143
132	117	232	118	144
133	121	233	123	145
134	126	234	124	146
135	127	235	130	147
136	129	236	131	148
		321	83	149
		322	86	150
		323	90	
		324	91	
		325	96	
		326	97	
		327	102	
		328	103	
		329	107	
		330	110	
		331	115	
		332	116	
		333	122	
		334	125	
		335	128	
		336	132	
		360	119, 120	

EXHIBIT "B"-CONTINUED

KONA COFFEE VILLAS

Parking Plan

Increment III

Total: 103 Stalls

Unit No.	Stall No.	Unit No.	Stall No.	Guest Parking
137	151, 174	243	165	143
138	154	244	188	144
139	177	245	190	145
140	155	246	172	146
141	158	247	192	147
142	161	248	170	148
143	187	249	200	149
144	189	250	203	150
145	167	251	206	
146	191	252	209	
147	193	253	212	
148	171	254	216	
149	201	255	218	
150	205	256	219	
151	207	257	224	
152	211	258	227	
153	213	259	231	
154	221	260	233	
155	222	341	159	
156	223	342	160	
157	225	343	163	
158	228	344	164	
159	230	345	166	
160	235	346	168, 186	
237	152	347	169	
238	153	348	173	
239	176	349	202	
240	156	350	204	
241	157	351	208	
242	162	352	210	
		353	214	
		354	215	
		355	217	
		356	220	
		357	226	
		358	229	
		359	232	
		360	234, 175, 178, 179, 180, 181, 182, 183, 184, 185, 194, 195, 196, 197, 198, 199, 238	