

CONDOMINIUM PUBLIC REPORT

Prepared &
Issued by: Developer: WILHELMINA V. PERREIRA
Address: 5180 Kikala Road
Kalaheo, Hawaii 96741

Project Name(*): BILLIE
Address: 5170-5180 Kikala Road
Kalaheo, Hawaii 96741

Registration No. 5466
(Conversion)

Effective date: October 7, 2004
Expiration date: November 7, 2005

Preparation of this Report:

This report has been prepared by the Developer pursuant to the Condominium Property Act, Chapter 514A, Hawaii Revised Statutes, as amended. This report is not valid unless the Hawaii Real Estate Commission has issued a registration number and effective date for the report.

This report has not been prepared or issued by the Real Estate Commission or any other government agency. Neither the Commission nor any other government agency has judged or approved the merits or value, in any, of the project or of purchasing an apartment in the project.

Buyers are encouraged to read this report carefully, and to seek professional advice before signing a sales contract for the purchase of an apartment in the project.

Expiration Date of Reports. Preliminary Public Reports and Final Public Reports automatically expire thirteen (13) months from the effective date unless a Supplementary Public Report is issued or unless the Commission issues an order, a copy of which is attached to this report, extending the effective date for the report.

Exception: The Real Estate Commission may issue an order, a copy of which shall be attached to this report, that the final public report for a two apartment condominium project shall have no expiration date.

Type of Report:

PRELIMINARY: The developer may not as yet have created the condominium but has filed with the (yellow) Real Estate Commission minimal information sufficient for a Preliminary Public Report. A final Public Report will be issued by the developer when complete information is filed.

FINAL: The developer has legally created a condominium and has filed complete information (white) with the Commission.
[X] No prior reports have been issued.
[] This report supersedes all prior public reports.
[] This report must be read together with

SUPPLEMENTARY:
(pink) This report updates information contained in the:
[] Preliminary Public Report dated:
[] Final Public Report dated:
[] Supplementary Public Report dated:

And [] Supersedes all prior public reports
[] Must be read together with
[] This report reactivates the _____ public report(s) which expired on

(*) Exactly as named in the Declaration

This material can be made available for individuals with special needs. Please call the Senior Condominium Specialist at 586-2643 to submit your request.

FORM: RECO-30 286/986/189/1190/892/0197/1098/0800/0203/0104

Disclosure Abstract: Separate Disclosure Abstract on this condominium project:

Required and attached to this report As Exhibit "G" Not required - Disclosures covered in this report.

Summary of Changes from Earlier Public Reports:

This summary contains a general description of the changes, if any, made by the developer since the last public report was issued. It is not necessarily all inclusive. Prospective buyers should compare this public report with the earlier reports if they wish to know the specific changes that have been made.

No prior reports have been issued by the developer.

Changes made are as follows:

SPECIAL NOTICE:

1. Issuance of an effective date for this Public Report does not constitute an approval of the project by the Real Estate Commission, or any other governmental agency, nor does it imply that all County codes, ordinances and subdivision requirements have been complied with.
2. This project does not involve the sale of individual subdivided lots. The land area beneath and immediately adjacent to each unit, as shown on the Amended Condominium Map, is designated as a limited common element for that unit and does not represent a legally subdivided lot. The dotted lines on the Amended Condominium Map merely represent the location of the limited common element assigned to each unit.
3. Facilities and improvements normally associated with County approved subdivisions, such as fire protection devices, County street lighting, electricity, upgraded water facilities, improved access for owner and emergency traffic, drainage facilities, etc., may not necessarily be provided for and services such as County street maintenance and trash collection will not be available for interior roads and driveways.

THE PROSPECTIVE PURCHASER IS CAUTIONED TO CAREFULLY REVIEW THE CONDOMINIUM DOCUMENTS REFERENCED IN THIS PUBLIC REPORT FOR FURTHER INFORMATION WITH REGARD TO THE FOREGOING.

D. **House Rules.** The Board of Directors may adopt House Rules to govern the use and operation of the common elements and limited common elements. House Rules may cover matters such as parking regulations, hours of operation for common facilities such as recreation areas, use of lanais and requirements for keeping pets. These rules must be followed by owners, tenants, and guests. They do not need to be recorded or filed to be effective. The initial House Rules are usually adopted by the developer.

The House Rules for this condominium are:

Proposed Adopted Developer does not plan to adopt House Rules

E. **Changes to Condominium Documents.** Changes to the Declaration, Condominium Map, and Bylaws are effective only if they are duly adopted and recorded and/or filed. Changes to House Rules do not need to be recorded or filed to be effective.

1. **Apartment Owners:** Minimum percentage of common interests which must vote for or give written consent to changes:

	<u>Minimum Set by Law</u>	<u>This Condominium</u>
Declaration (and Condo Map)	75%*	75%
Bylaws	65%	65%
House Rules	-----	N/A

*The percentages for individual condominium projects may be more than the minimum set by law for projects with five or fewer apartments.

2. **Developer**

No rights have been reserved by the developer to change the Declaration, Condominium Map, Bylaws or House Rules.

Developer has reserved the following rights to change the Declaration, Condominium Map, Bylaws or House Rules:

5. Special Use Restrictions:

The Declaration and Bylaws may contain restrictions on the use and occupancy of the apartments. Restrictions for this condominium project include but are not limited to:

- Pets: _____
- Number of Occupants: _____
- Other: _____
- There are no special use restrictions.

6. Interior (fill in appropriate numbers):

Elevators: 0 Stairways: 0 Trash Chutes: 0

<u>Apt. Type</u>	<u>Quantity</u>	<u>BR/Bath</u>	<u>Net Living Area (sf)*</u>	<u>Net Other Area (sf)</u>	<u>Identify</u>
1	1	3 / 2	1,364		Residence
	1			498	Carport
2	1	3 / 2	1,565		Residence
	1			56	Porch
	1			600	Carport
	1			1,020.75	Storage/ Shelter

Total number of Apartments: Two (2)

***Net Living Area is the floor area of the apartment measured from the interior surface of the apartment perimeter walls.**

Other documents and maps may give floor area figures which differ from those above because a different method of determining the floor area may have been used.

Boundaries of Each Apartment: Per the Declaration of Condominium Property Regime, the boundaries of each apartment shall be the outer surface of the entire building. Wires or conduits, pipes or any utility lines running over, under or through any apartment which are utilized for or serve more than one unit shall not be deemed a part of the apartment, the same being deemed common elements.

Permitted Alterations to Apartments: Permitted alterations to apartments are as allowed by County of Kauai zoning ordinances and recorded restrictions on the project, if any. Upon construction of each permanent improvement, an amendment to the Declaration of Condominium Property Regime will be required to disclose actual improvements as a matter of public record.

Apartments Designated for Owner-Occupants Only:

Fifty percent (50%) of **residential** apartments must be so designated; developer has a right to substitute similar apartments for those apartments already designated. Developer must provide this information either in a published announcement or advertisement as required by Section 514A-102, HRS; or include the information here in this public report and in the announcement (see attachment 11a). Developer has N/A elected to provide the information in a published announcement or advertisement.

G. **Status of Construction and Date of Completion or Estimated Completion Date:**

The residence on Units 1 was originally constructed in 1973 and completely renovated in 1989. The residence on Unit 2 was constructed in 1952. The detached garage/storage structure on Unit 2 was constructed in 1977.

H. **Project Phases:**

The developer has has not reserved the right to add to, merge, or phase this condominium.

Summary of Developer's plans or right to perform for future development (such as additions, mergers or phasing):

EXHIBIT "E"

COMMON ELEMENTS OF THE PROJECT

The common elements of the project are:

- (a) the land in fee simple;
- (b) all commonly used present or future ducts, electrical equipment, wiring and other central and appurtenant installations for common services, if any, including power, light, sewage, irrigation and telephone; and
- (c) any and all other future elements and facilities in common use or necessary to the Project.

LIMITED COMMON ELEMENTS OF THE PROJECT

Certain parts of the common elements, referred to as the "limited common elements," have been designated and set aside for the exclusive use of one or more units, and such unit(s) have appurtenant exclusive easements for the use of such limited common elements. The limited common elements set aside, reserved and deemed a limited common element appurtenant to and for the exclusive use of each respective unit is that certain land area upon and around which Units 1 and 2 are located, shown and designated on the Condominium Map and the table below.

Unit Number	Area of Limited Common Element*
1	21,505 sq. ft.
2	10,188 sq. ft.

*Land areas referenced herein are not legally subdivided lots.

EXHIBIT "H"

ESTIMATE OF INITIAL MAINTENANCE FEES
AND
ESTIMATE OF MAINTENANCE FEE DISBURSEMENTS

Estimate of Initial Maintenance Fees:

<u>Apartment</u>	<u>Monthly Fee</u> x 12 months = <u>Yearly Total</u>
Unit 1	\$ 0.00 \$ 0.00
Unit 2	\$ 0.00 \$0.00

The Real Estate Commission has not reviewed the estimates of maintenance fee assessments and disbursements for their accuracy or sufficiency.

WHEREAS, an additional dwelling unit is considered a second dwelling unit on a lot which is restricted by County zoning requirements to only one dwelling unit; and

WHEREAS, an additional dwelling unit, in order to be approved, shall first conform to the requirements of Ordinance No. 551 and Chapter 8 of KCC; and

WHEREAS, APPLICANT() acknowledge that failure to abide by this Agreement may result in the removal of any additional dwelling unit constructed pursuant to this Agreement, such removal to be at the expense of any person or entity as described in paragraph 6 below; and

WHEREAS, DEPARTMENT is charged with the enforcement of this Agreement,

NOW, THEREFORE, for and in consideration of the terms, covenants and conditions herein contained, the parties hereby mutually agree as follows:

1. A 8 ft. future road widening reserve is hereby established on the subject property in conjunction with Ordinance No. 551 and Exhibit "B" attached; and

2. The area of the future road widening reserve shall be considered to be a part of the area of the lot; and

3. APPLICANT(s) shall not allow any buildings to be constructed in the future road widening reserve; and

4. Any new buildings/structures on the subject property shall be setback from the future road widening reserve as provided by law; and

5. The purpose of establishing this future road widening reserve is to disclose the future roadway alignment to any and all owner(s) of this property; and

6. This Agreement shall be a covenant running with the land and be binding on APPLICANT(s), and all present and future owners, lessees and occupants of said land and anyone claiming under said APPLICANT(s) to include heirs, executors, administrators, successors and assigns, as owners or occupants thereof or otherwise; and

7. APPLICANT(s) shall set forth the provisions of this Agreement in any subsequent conveyance, deed, lease or other rental agreement to said property executed by them, so as to give effect to said covenant; and

8. This Agreement shall be recorded with the State of Hawaii Bureau of Conveyances, fees to paid by APPLICANT(s).

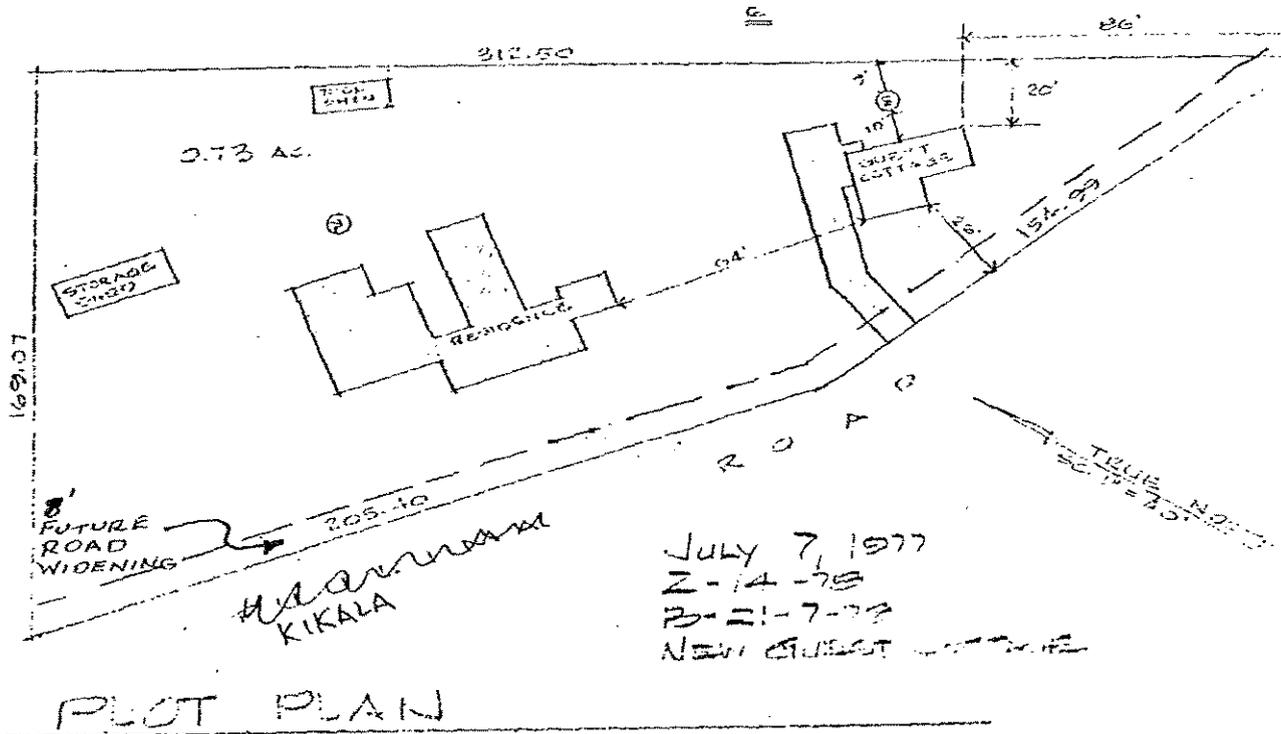
IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the 5th day of October, 19 89.

APPLICANT_

Wahelima V. Perreira

Joseph D. Perreira

EXHIBIT B



PLOT PLAN

AREA	PROPOSED GUEST COTTAGE	for
	MR. & MRS. ALFRED W. FERREIRA	
	KIKALAH KALAHED HOMESTEADS	DIST. KOLDA
	TAKE UP 2-4, 03-22	
	C M H INC.	

Recorder's Memo: Legibility of Writing, Typing or Printing UNSATISFACTORY in this Document when received.