

**AMENDMENT 1 TO
DEVELOPER'S PUBLIC REPORT
FOR A CONDOMINIUM**

CONDOMINIUM PROJECT NAME:	NOHONA II AT MILILANI MAUKA – PHASE II
PROJECT ADDRESS:	95-977, 95-979, 95-981, 95-983, 95-985, 95-993 and 95-995 Ukuwai Street Mililani, Hawaii 96789
REGISTRATION NUMBER:	6173
EFFECTIVE DATE OF REPORT:	June 15, 2007
MUST BE READ TOGETHER WITH DEVELOPER'S PUBLIC REPORT DATED:	Developer's Public Report dated: January 29, 2007
DEVELOPER(S):	Castle & Cooke Homes Hawaii, Inc.

Preparation of this Amendment

The Developer prepared this amendment pursuant to the Condominium Property Act, Section 514B-56, Hawaii Revised Statutes (HRS), as amended from time to time. Section 514B-56, HRS, requires that after the Commission has issued an effective date for the Developer's Public Report, if there are any changes, either material or pertinent changes, or both, regarding the information contained in or omitted from the Developer's Public Report, or if the developer desires to update or change the information set forth in the Developer's Public Report, the developer shall immediately submit to the Commission an amendment to the Developer's Public Report or an amended Developer's Public Report clearly reflecting the change, together with such supporting information as may be required by the Commission, to update the information contained in the Developer's Public Report.

The law defines "material change" as used in parts IV and V of Chapter 514B, HRS means any change that directly, substantially, and adversely affects the use or value of (1) A purchaser's unit or appurtenant limited common elements; or (2) Those amenities of the project available for the purchaser's use.

The law defines "pertinent change" to mean, as determined by the commission, a change not previously disclosed in the most recent public report that renders the information contained in the public report or in any disclosure statement inaccurate, including, but not limited to (1) The size, construction materials, location, or permitted use of a unit or its appurtenant limited common element; (2) The size, use, location, or construction materials of the common elements of the project; or (3) The common interest appurtenant to the unit. A pertinent change does not necessarily constitute a material change.

The filing of an amendment to the Developer's Public Report or an amended Developer's Public Report, in and of itself, shall not be grounds for a purchaser to cancel or rescind a sales contract. A purchaser's right to cancel or rescind a sales contract shall be governed by sections 514B-86 and 514B-87, HRS, the terms and conditions of the purchaser's contract for sale, and applicable common law.

This Amendment has not been prepared or issued by the Real Estate Commission or any other governmental agency. The issuance by the Commission of an effective date for this amendment to the Developer's Public Report (1) does not mean that the Commission approves or disapproves of the project; (2) does not mean that the Commission thinks that either all material facts, material changes, or pertinent changes about the project have been fully or adequately disclosed; and (3) is not the

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Commission's judgment of the value or merits of the project.

The law defines "material facts" to mean any fact, defect, or condition, past or present that to a reasonable person, would be expected to measurably affect the value of the project, unit, or property being offered or proposed to be offered for sale.

This amendment may be used by the Developer for promotional purposes only if it is used with the last Developer's Public Report in its entirety.

Prospective purchasers and purchasers are encouraged to read this amendment carefully and to seek professional advice.

Summary of Changes from Earlier Developer's Public Report are Described Beginning on the Next Page

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Summary of Changes from Earlier Developer's Public Report:

This summary contains a general description of the changes, if any, made by the developer since the last Developer's Public Report was issued an effective date. It is not necessarily all inclusive. Prospective purchasers and purchasers must read this amendment together with the last Developer's Public Report with the effective date as noted on the top of page 1 if they wish to know the specific changes that have been made.

Changes made are as follows (include a description of what the change is and page number and or exhibit alphabet or number; additional pages may be used):

1. The approved subdivision of the land of the Project from a larger lot has been noted in the Land Court records. Page 3 of the Public Report has been revised to reflect this change and is attached to this Amendment to Public Report.

2. The Developer has obtained an updated title report of the land of the Project which reflects the Land Court lot number and the Land Court map upon which the land of the Project is shown. Page 5 of the Public Report has been revised to reflect the date of the updated title report and is attached to this Amendment to Public Report. Exhibit G, Encumbrances Against Title, has been revised to reflect additional easements, declarations, and restrictions and is attached to this Amendment to Public Report.

3. The Declaration of Merger of Condominium Phases, the Declaration of Condominium Property Regime, the By-Laws of the Association of Unit Owners, and the Condominium Map have been filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii. Prior to filing, the drafts of the Declaration of Merger of Condominium Phases and the Declaration of Condominium Property Regime were revised since the issuance of the Public Report. Page 10 of the Public Report has been revised to reflect the filing of the Declaration of Condominium Property Regime, the By-Laws and the Condominium Map and is attached to this Amendment to Public Report.

4. The Rules and Regulations have been adopted. These are the equivalent of "House Rules". Page 11 of the Public Report has been revised to reflect the adoption of the Rules and Regulations and is attached to this Amendment to Public Report.

5. Exhibit H, Officers of the Developer, etc., has been updated and is attached to this Amendment to Public Report.

6. The specimen forms of the Deposit Receipt and Sales Agreement and the Condominium Unit Deed have been revised since the issuance of the Public Report.

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Changes continued:

- NOT APPLICABLE -

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The Developer declares subject to the penalties set forth in Section 514B-69, HRS that this project continues to conform to the existing underlying county zoning for the project, zoning and building ordinances and codes and all applicable permitting requirements adopted by the county in which the project is located, all in accordance with Sections 514B-5 and 32(a) (13), HRS.

For any conversion, if any variances have been granted, they are specified in Section 1.14 of this report as amended, and, if purchaser deposits are to be used by the Developer to cure any violations of zoning, permitting requirements or rules of the county in which the project is located, the violation is specified in Section 1.15 of this report as amended, along with the requirements to cure any violation, and Section 5.5 specifies the date by which the cure will be completed.

The Developer hereby certifies that all the information contained in this report as amended and the exhibits attached to this report (if any) as amended and all documents to be furnished by the Developer to purchasers concerning the project have been reviewed by the Developer and are, to the best of the Developer's knowledge, information and belief, true, correct and complete. The Developer hereby agrees promptly to amend this report as amended to report and include either or all material facts, material or pertinent changes to any information contained in or omitted from this report and to file annually a report to update the material contained in this report as amended at least 30 days prior to the anniversary date of the effective date of this report.

Castle & Cooke Homes Hawaii, Inc.
Printed Name of Developer

By: 
Duly Authorized Signatory*

4-17-07
Date

W. Bruce Barrett Executive Vice President

Printed Name & Title of Person Signing Above

Distribution:

Department of Finance, City and County of Honolulu

Planning Department, City and County of Honolulu

***Must be signed for a corporation by an officer; for a partnership or limited liability partnership (LLP) by the general partner; for a limited liability company (LLC) by the manager or an authorized member; and for an individual by the individual.**

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1. THE CONDOMINIUM PROJECT

1.1 The Underlying Land

Fee Simple or Leasehold Project	<input checked="" type="checkbox"/> Fee Simple	<input type="checkbox"/> Leasehold (attach Leasehold Exhibit)
Developer is the Fee Owner	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Fee Owner's Name if Developer is not the Fee Owner	Not Applicable	
Address of Project	Ukuwai Street, Miilani, Hawaii	
Address of Project is expected to change because	Not Applicable	
Tax Map Key (TMK)	(1) 9-5-049-078	
Tax Map Key is expected to change because	The land recently was subdivided from other land.	
Land Area	2.783 acres	
Developer's right to acquire the Property if Developer is not the Fee Owner (describe)	Not Applicable	

1.2 Buildings and Other Improvements

Number of Buildings	7
Floors Per Building	2
Number of New Building(s)	7
Number of Converted Building(s)	0
Principal Construction Materials (concrete, wood, hollow tile, steel, glass, etc.)	Wood, galvanized light gauge steel, gypsum board, composition siding, asphalt shingles, glass and other allied construction materials.

1.3 Unit Types and Sizes of Units

Unit Type	Quantity	BR/Bath	Net Living Area	Net Other Areas	Other Areas (lanai, garage, etc.)	Total Area
See Exhibit <u>A</u> .						

44	Total Number of Units
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Note: Net Living Area is the floor area of the unit measured from the interior surface of the perimeter walls of the unit. Other documents and maps may give floor area figures that differ from those above because a different method of determining floor area may have been used.

1.4 Common Elements

<p>Common Elements: Common elements are those parts of the condominium project other than the individual units and any other real estate for the benefit of unit owners. Although the common elements are owned jointly by all unit owners, those portions of the common elements that are designated as limited common elements (see Section 1.10 below) may be used only by those units to which they are assigned. In addition to the common facilities described in Section 1.8 above, the common elements for this project, as described in the Declaration, are set forth below.</p>	
<p>Described in Exhibit <u>E</u>.</p>	
<p>Described as follows:</p>	
Common Element	Number
Elevators	0
Stairways	4 in each of Bldgs. 26, 27, 28, 29, 30; 5 in each of Bldgs. 25, 31
Trash Chutes	0

1.5 Limited Common Elements

<p>Limited Common Elements: A limited common element is a portion of the common elements that is reserved for the exclusive use of one or more but fewer than all units in the project.</p>
<p>Described in Exhibit <u>F</u>.</p>
<p>Described as follows:</p>

1.6 Special Use Restrictions

<p>The Declaration and Bylaws may contain restrictions on the use and occupancy of the units. Restrictions for this project include, but are not limited to, those described below.</p>	
<input checked="" type="checkbox"/>	<p>Pets: No animals allowed, except that dogs, cats and other household pets (as determined by the Board of Directors) in reasonable number and size as determined by the Board of Directors (but not to exceed a total of 2 such animals per unit) may be kept in the unit and/or the yard area, if any, appurtenant to such unit.</p>
<input type="checkbox"/>	<p>Number of Occupants:</p>
<input checked="" type="checkbox"/>	<p>Other: Ask to see "Rules & Regulations" (House Rules) regarding other possible restrictions. Also see owner-occupancy requirements noted on page 1a of this Report</p>
<input type="checkbox"/>	<p>There are no special use restrictions.</p>

1.7 Encumbrances Against Title

<p>An encumbrance is a claim against or a liability on the property or a document affecting the title or use of the property. Encumbrances may have an adverse effect on the property or your purchase and ownership of a unit in the project. Encumbrances shown may include blanket liens which will be released prior to conveyance of a unit (see Section 5.3 on Blanket Liens).</p>
<p>Exhibit <u>G</u> describes the encumbrances against title contained in the title report described below.</p>
<p>Date of the title report: April 26, 2007</p>
<p>Company that issued the title report: Title Guaranty of Hawaii, Incorporated</p>

2. CREATION OF THE CONDOMINIUM AND CONDOMINIUM DOCUMENTS

A condominium is created by recording in the Bureau of Conveyances (Regular System) or filing in the Office of the Assistant Registrar of the Land Court, or both, a Declaration of Condominium Property Regime, a Condominium Map and the Bylaws of the Association of Unit Owners. The Condominium Property Act (Chapter 514B, HRS), the Declaration, Bylaws and House Rules control the rights and obligations of the unit owners with respect to the project and the common elements, to each other, and to their respective units.

2.1 Declaration of Condominium Property Regime

The Declaration of Condominium Property Regime contains a description of the land, buildings, units, common interests, common elements, limited common elements, and other information relating to the condominium project.

Land Court or Bureau of Conveyances	Date of Document	Document Number
Land Court	April 24, 2007	3593502

Amendments to Declaration of Condominium Property Regime

Land Court or Bureau of Conveyances	Date of Document	Document Number

2.2 Bylaws of the Association of Unit Owners

The Bylaws of the Association of Unit Owners govern the operation of the condominium project. They provide for the manner in which the Board of Directors of the Association of Unit Owners is elected, the powers and duties of the Board, the manner in which meetings will be conducted, whether pets are prohibited or allowed and other matters that affect how the condominium project will be governed.

Land Court or Bureau of Conveyances	Date of Document	Document Number
Land Court	April 24, 2007	3593503

Amendments to Bylaws of the Association of Unit Owners

Land Court or Bureau of Conveyances	Date of Document	Document Number

2.3 Condominium Map*

The Condominium Map contains a site plan and floor plans, elevations and layout of the condominium project. It also shows the floor plan, unit number and dimensions of each unit.

Land Court Map Number	1883
Bureau of Conveyances Map Number	
Dates of Recordation of Amendments to the Condominium Map:	

House Rules

The Board of Directors may adopt rules and regulations (commonly called "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. Changes to House Rules do not need to be recorded to be effective.

The House Rules for this project:	
Are Proposed	<input type="checkbox"/>
Have Been Adopted and Date of Adoption	<input checked="" type="checkbox"/> April 24, 2007
Developer does not plan to adopt House Rules	<input type="checkbox"/>

2.4 Changes to the Condominium Documents

Changes to Condominium Documents: Changes to the Declaration, Bylaws and Condominium Map are effective only if they are duly adopted and recorded. Where permitted, the minimum percentages of the common interest that must vote for or give written consent to changes to the Declaration, Bylaws and Condominium Map are set forth below. The percentages for any individual condominium project may be more than the minimum set by law if the Declaration or Bylaws for the project so provide.

Document	Minimum Set by Law	This Condominium
Declaration	67%	67%
Bylaws	67%	67%

2.5 Rights Reserved by the Developer to Make Changes to the Condominium Project or Condominium Documents

<input type="checkbox"/>	No rights have been reserved to the Developer to change the Declaration, Bylaws, Condominium Map or House Rules (if any).
<input checked="" type="checkbox"/>	<p>Developer has reserved the right to change the Declaration, Bylaws, Condominium Map and House rules (if any) and to add to or merge the project or to develop the project in one or more phases, and such rights are summarized as follows:</p> <p>The Developer may amend the Declaration, By-Laws and Condominium Map (a) at any time prior to the filing of the first unit conveyance to a party not signatory to the Declaration; (b) to make any amendments required by law, by the Real Estate Commission of the State of Hawaii, by any title insurer issuing title insurance on the Project or any of the units, by any institutional lender lending funds on the security of the Project or any of the units, by any purchaser, insurer or guarantor of loans, including, for example, the Federal Housing Administration, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable it to purchase, insure or guarantee a loan made on the security of the Project or any of the units, or by any governmental agency; (c) to file the "as built" verified statement required by the Condominium Property Act; (d) to reflect alterations of the Project which the Developer is permitted to make pursuant to Paragraph 3 of Section R of the Declaration; and (e) at any time to effect the changes provided in the Declaration of Merger of Condominium Phases referred to in Section S of the Declaration, including the right to merge the Project with one or more condominium projects located or to be located on lands (or a portion or portions thereof) in the vicinity of the Project site.</p>

PUBLIC REPORT ON
NOHONA II AT MILILANI MAUKA – PHASE II

EXHIBIT G

ENCUMBRANCES AGAINST TITLE

1. For any real property taxes that may be due and owing, reference is made to the Office of the Tax Assessor of the City and County of Honolulu.
2. The restrictions on use and other restrictions and all other of the covenants, agreements, obligations, conditions, reservations, easements and other provisions set forth in Declaration of Covenants, Conditions and Restrictions for Mililani Town dated April 19, 1968, filed as Document No. 441561, as amended by instrument dated May 22, 1968, filed as Document No. 445150, as amended by instrument dated April 24, 2007, filed as Document No. 3593501, and as further supplemented and amended.
3. Certificate and Authorization dated June 21, 1989, filed as Document No. 1645132. Said Certificate and Authorization was amended by instruments dated November 12, 1991, recorded as Document No. 96-162477, dated April 15, 1997, recorded as Document No. 97-057583, and dated July 18, 1997, recorded as Document No. 97-100983.
4. Unilateral Agreement and Declaration for Conditional Zoning dated September 15, 1989, recorded in Liber 23653 at Page 571.
5. Grant dated March 14, 1996, filed as Document No. 2300814, in favor of Hawaiian Electric Company, Inc., of an easement for utility purposes.
6. Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement dated September 19, 2000, filed as Document No. 2652425, and also recorded as Document No. 2000-132861, by and between Castle & Cooke Homes Hawaii, Inc., a Hawaii corporation, as Mortgagor, and Bankers Trust Company, a New York corporation, as administrative agent, as Mortgagee, as amended by instrument dated December 27, 2001, filed as Document No. 2767921 and also recorded as Document No. 2002-003137, and instrument dated March 25, 2003, filed as Document No. 2910515 and also recorded as Document No. 2003-060016, and instrument dated December 22, 2003, filed as Document No. 3050192 and also recorded as Document No. 2003-290094, and instrument dated January 11, 2007, filed as Document No. 3543476 and also recorded as Document No. 2007-010916. Said Mortgage was assigned to Wells Fargo Bank, N.A., a national association, as administrative agent, by instrument dated December 27, 2001, filed as Document No. 2767922 and also recorded as Document No. 2002-003138.

7. Financing Statement recorded as Document No. 2000-132862, as amended by Document No. 2002-003142. Said Financing Statement was assigned to Wells Fargo Bank, N.A., as administrative agent, by instrument recorded as Document No. 2002-003141.
8. Assignment of Leases and Rents dated September 19, 2000, recorded as Document No. 2000-139598, by and between Castle & Cooke Homes Hawaii, Inc., a Hawaii corporation, as Assignor, and Bankers Trust Company, a New York corporation, as administrative agent, as Assignee, as amended by instrument dated December 27, 2001, recorded as Document No. 2002-003139, and instrument dated January 11, 2007, recorded as Document No. 2007-010917. Said Assignment of Leases and Rents was assigned to Wells Fargo Bank, N.A., a national association, as administrative agent, by instrument dated December 27, 2001, recorded as Document No. 2002-003140.
9. Unilateral Agreement and Declaration for Conditional Zoning dated May 20, 2002, filed as Document No. 2807187.
10. Designation of Easement 6627 as shown on Map 1116, as set forth by Land Court Order No. 159998, filed January 31, 2005, for drainage and sewer purposes.
11. Agreement for Issuance of Conditional Use Permit Under Section 21-5.380 of the Land Use Ordinance (LUO) dated April 5, 2005, filed as Document No. 3250025.
12. Designation of Easement 6744 as shown on Map 1142, as set forth by Land Court Order No. 168582, filed December 1, 2006, for access purposes.
13. Grant dated February 15, 2007, filed as Document No. 3565877, in favor of Hawaiian Electric Company, Inc. and Hawaiian Telcom, Inc., of a perpetual right and easement for utility purposes.
14. Declaration of Merger of Condominium Phases dated February 28, 2007, filed as Document No. 3567949, as amended from time to time.
15. Condominium Map No. 1883, as amended from time to time.
16. Declaration of Condominium Property Regime of Nohona II at Mililani Mauka – Phase II dated April 24, 2007, filed as Document No. 3593502, as amended from time to time.
17. By-Laws of the Association of Unit Owners of Nohona II at Mililani Mauka – Phase II dated April 24, 2007, filed as Document No. 3593503 as amended from time to time.

PUBLIC REPORT ON
NOHONA II AT MILILANI MAUKA – PHASE II

EXHIBIT H

OFFICERS OF THE DEVELOPER, ETC.

1. The Developer is a Hawaii corporation. The names of the officers and directors of the Developer are as follows:

David H. Murdock	Chief Executive Officer
Harry A. Saunders	President and Director
Edward C. Roohan	Executive Vice President and Director
William B. Barrett	Executive Vice President – Residential Operations
Richard K. Mirikitani	Senior Vice President and Secretary
Jon Uchiyama	Senior Vice President, Controller and Assistant Secretary
Arnold C. Savrann	Senior Vice President, Architecture
Richard S. Wolff	Vice President and Chief Financial Officer
Henry N. Millner	Vice President and Treasurer
Rosalinda V. Oasay	Vice President and Assistant Treasurer
Melinda K. Beckner	Vice President and Assistant Secretary
Mary J. Garnett	Vice President and Assistant Secretary
Richard S. Toppe	Vice President and Assistant Secretary
Lynn Scott Safrit	Vice President and Assistant Secretary
Philip M. Young	Vice President, Human Resources
Donna Tomita	Vice President, Sales and Marketing
Douglas E. Pearson	Vice President, Construction
Garret H. Furukido	Assistant Secretary
Richard R. Anzai	Assistant Controller
Scott A. Griswold	Director

2. Castle & Cooke Homes Hawaii, Inc. is the general contractor for the Project. The Hawaii licensed Responsible Managing Employee for Castle & Cooke Homes Hawaii, Inc., as general contractor for the Project, is Douglas Pearson (Hawaii Contractor's License No. BC26533).

3. Castle & Cooke Homes Hawaii, Inc. is the real estate broker for the Project.