

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

CONDOMINIUM PROJECT NAME:	ENOS COURT
PROJECT ADDRESS:	1520 Enos Lane Honolulu, HI 96822
REGISTRATION NUMBER:	6396
EFFECTIVE DATE OF REPORT:	<b>December 19, 2011</b>
THIS AMENDMENT:	<input checked="" type="checkbox"/> Must be read together with <input checked="" type="checkbox"/> Developer's Public Report dated <u>8/14/07</u> <input type="checkbox"/> Amended Report dated _____  <input type="checkbox"/> Supersedes all prior amendments: Includes all prior amendment(s) and <u>must</u> be read together with <input type="checkbox"/> Developer's Public Report dated _____ <input type="checkbox"/> Amended Report dated _____
DEVELOPER(S):	NICE HOME LLC

**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.

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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 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. A First Amendment to Declaration of Condominium Property Regime of Enos Court and First Amendment to Condominium Map dated November 23, 2011, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 2011-200069 ("First Amendment"), that initiated the following changes:
  - a. Unit 1 now has seven (7) bedrooms instead of five (5) bedrooms;
  - b. Unit 2 now has seven (7) bedrooms and four (4) bathrooms instead of five (5) bedrooms and three (3) bathrooms;
  - c. Unit 3 now has eight (8) bedrooms instead of six (6) bedrooms, and the family room has been eliminated and replaced, in part, with a walk-in closet;
  - d. Unit 4 now has seven (7) bedrooms instead of five (5) bedrooms, and the family room has been eliminated;
  - e. New Sheets A-2, A-3, A-5 and A-6 of the Condominium Map have been recorded and replace the old Sheets A-2, A-3, A-5 and A-6 to reflect the changes in subsections a. through d. above.
2. Section 1.3 on page 3 of the Public Report has been amended to reflect the changes in the number of bedrooms and bathrooms in the Units. The new page 3 is attached hereto and replaces the old page 3.
3. Section 1.12 on page 5 of the Public Report has been amended to reflect the date of an updated title report dated November 30, 2011 (Revised 12/8/11). The new page 5 is attached hereto and replaces the old page 5.
4. Sections 3.1 and 3.3 on page 10 of the Public Report have been amended to reflect the recorded First Amendment referenced in paragraph 1 above. The new page 10 is attached hereto and replaces the old page 10.
5. Section 5.5 on page 14 of the Public Report has been amended to reflect the modifications made to the Units per paragraphs 1.a-d. above after initial completion, and the modifications were completed by the end of April 2009.
6. A new Exhibit E to the Public Report is attached hereto, adding the First Amendment as an encumbrance, and replaces the old Exhibit E.

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Changes continued:

N/A

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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.

NICE HOME LLC

Printed Name of Developer

Ching-Fuh Lai  
Duly Authorized Signatory\*

12-9-11  
Date

Ching-Fuh Lai, Member

Printed Name & Title of Person Signing Above

Distribution:

Department of Finance, City & County of Honolulu

Planning Department, City & 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	X	Fee Simple		Leasehold (attach Leasehold Exhibit)
Developer is the Fee Owner	X	Yes		No
Fee Owner's Name if Developer is not the Fee Owner				
Address of Project	1520, 1520A, 1522 & 1522A Enos Lane, Honolulu, Hawaii 96822			
Address of Project is expected to change because	---			
Tax Map Key (TMK)	(1) 2-4-009-016			
Tax Map Key is expected to change because	Individual CPR Units			
Land Area	Approximately 8,290 sq.ft.			
Developer's right to acquire the Property if Developer is not the Fee Owner (describe)	---			

**1.2 Building and Other Improvements**

Number of Buildings	2 physical buildings
Floors Per Building	3
Number of New Building(s)	2
Number of Converted Building(s)	N/A
Principal Construction Materials (concrete, wood, hollow tile, steel, glass, etc.)	Concrete, wood, hollow tile, glass

**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
Unit 1	1	7/3	1,913	354/30/23	garage/entry/lanai	2,320
Unit 2	1	7/4	1,997	354/30/23	garage/entry/lanai	2,404
Unit 3	1	8/4	2,666	413/26	garage/entry	3,105
Unit 4	1	7/4	1,986	410	garage	2,396
See Exhibit ____.						

<b>4</b>	<b>Total Number of Units</b>
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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.

### 1.9 Common Elements

**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.

Described in Exhibit **C**.

Described as follows:

Common Element	Number
Elevators	0
Stairways	0
Trash Chutes	0

### 1.10 Limited Common Elements

**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.

Described in Exhibit **D**.

Described as follows:

### 1.11 Special Use Restrictions

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:

<input checked="" type="checkbox"/>	Pets: see page 18 and Bylaws Art. VI.3.j
<input type="checkbox"/>	Number of Occupants:
<input checked="" type="checkbox"/>	Other: see pages 18 & 18(a); Bylaws Art. VI.3; Rules and Regulations; see ¶ 10 of Declaration.
<input type="checkbox"/>	There are no special use restrictions:

### 1.12 Encumbrances Against Title

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).

**Exhibit E** describes the encumbrances against title contained in the title report described below.

Date of the title report: November 30, 2011 (rev. 12/8/11)

Company that issued the title report: Title Guaranty of Hawaii, Incorporated

### 3. 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.

#### 3.1 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
Bureau of Conveyances	May 21, 2007	2007-098511

#### Amendments to Declaration of Condominium Property Regime

Land Court or Bureau of Conveyances	Date of Document	Document Number
<b>Bureau of Conveyances</b>	<b>November 23, 2011</b>	<b>2011-200069</b>

#### 3.2 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
Bureau of Conveyances	May 21, 2007	2007-098512

#### Amendments to Bylaws of the Association of Unit Owners

Land Court or Bureau of Conveyances	Date of Document	Document Number

#### 3.3 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	
Bureau of Conveyances Map Number	4459
Dates of Recordation of Amendments to the Condominium Map: November 29, 2011	

**5.5 Status of Construction, Date of Completion or Estimated Date of Completion**

Status of Construction: Each of Units 1, 2, 3 and 4 were completed by July 10, 2007 but subsequently modified, with modifications completed by the end of April 2009.
Completion Deadline: If a sales contract for a unit is signed before the construction of the unit has been completed, or, in the case of a conversion, completion of any repairs, does not occur by the completion deadline set forth below, one of the remedies available to a purchaser is a cancellation of the purchaser's sales contract. The sales contract may include a right of the Developer to extend the completion deadline for force majeure as defined in the sales contract. The sales contract may also provide additional remedies for the purchaser.
Completion Deadline for any unit not yet constructed, as set forth in the sales contract:
Completion Deadline for any repairs required for a unit being converted, as set forth in the sales contract:

**5.6 Developer's Use of Purchaser Deposits to Pay for Project Construction Costs Before Closing or Conveyance**

The Developer is required to deposit all moneys paid by purchasers in trust under a written escrow agreement with a Hawaii licensed escrow depository. Escrow shall not disburse purchaser deposits to the Developer or on behalf of the Developer prior to closing, except if a sales contract is canceled or if Developer has met certain requirements, which are described below.
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**5.6.1 Purchaser Deposits Will Not Be Disbursed Before Closing or Conveyance**

<input type="checkbox"/>	The Developer hereby declares by checking the box to the left that it shall use its own funds to complete the construction of the condominium project by the date indicated in Section 5.5 of this report, and the Developer, pursuant to its own analysis and calculations, certifies that it has sufficient funds to complete the construction of the condominium project. If the box to the left is checked, Sections 5.6.2 and 5.7, which follow below, will not be applicable to the project.
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**5.6.2 Purchaser Deposits Will Be Disbursed Before Closing**

Hawaii law provides that, if certain statutory requirements are met, purchaser deposits in escrow under a binding sales contract may be used before closing to pay for certain project costs. For this project, the Developer indicates that purchaser deposits may be used for the following purposes (check applicable box):	
<input type="checkbox"/>	For new construction: to pay for project construction costs described in the Developer's budget and approved by the Developer's lender or an otherwise qualified, financially disinterested person; or
<input type="checkbox"/>	For conversions: to pay for repairs necessary to cure violations of county zoning and building ordinances and codes, for architectural, engineering, finance and legal fees, and for other incidental expenses.

EXHIBIT E

ENCUMBRANCES AGAINST TITLE

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

2. The terms and provisions contained in the following:

INSTRUMENT : DECLARATION FOR HOLDING TANK FACILITY

DATED : March 11, 2005

RECORDED : Document No. 2005-049329

3. The terms and provisions contained in the following:

INSTRUMENT : AGREEMENT FOR ISSUANCE OF CONDITIONAL USE  
PERMIT UNDER SECTION 21-5.380 OF THE LAND USE  
ORDINANCE (LUO)

DATED : March 1, 2006

RECORDED : Document No. 2006-039942

PARTIES : CHING-FUH LAI and MEI-HUI LAI, husband and wife, "Declarant"

4. GRANT

TO : HAWAIIAN ELECTRIC COMPANY, INC. and HAWAIIAN  
TELCOM INC.

DATED : March 5, 2007

RECORDED : Document No. 2007-043243

GRANTING : a perpetual right and easement for utility purposes

5. The terms and provisions contained in the following:

INSTRUMENT : DECLARATION OF CONDOMINIUM PROPERTY REGIME  
FOR "ENOS COURT" CONDOMINIUM PROJECT

DATED : May 21, 2007

RECORDED : Document No. 2007-098511

MAP : 4459 and any amendments thereto

Said Declaration and Condominium Map was amended by instrument dated November 23, 2011, recorded as Document No. 2011-200069.

6. The terms and provisions contained in the following:

INSTRUMENT : BY-LAWS OF THE ASSOCIATION OF APARTMENT OWNERS

DATED : May 21, 2007

RECORDED : Document No. 2007-098512

7. Any unrecorded leases and matters arising from or affecting the same.
8. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other matters which a correct survey or archaeological study would disclose.
9. Structure position discrepancies as shown on the survey map prepared by Wesley T. Tengan, Land Surveyor, dated April 3, 2003 (updated December 4, 2003).

-Note:- Title Company will, in its ALTA Loan Policy to insured lenders, issue its endorsement covering this item.

10. Any and all covenants, conditions, restrictions and easements encumbering the Units herein mentioned, and/or the common interest appurtenant thereto, as created by or mentioned in said Declaration and/or as delineated on said Condominium Map.
11. For Real Property Taxes that would be due and owing, reference is made to the Director of Finance, City and County of Honolulu.