

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

CONDOMINIUM PROJECT NAME:	NOHONA II AT KAPOLEI – PHASE III
PROJECT ADDRESS:	Kaiiau Avenue Kapolei, Hawaii 96707
REGISTRATION NUMBER:	7040
EFFECTIVE DATE OF REPORT:	<b>February 28, 2011</b>
THIS AMENDMENT:	<input checked="" type="checkbox"/> Must be read together with <input checked="" type="checkbox"/> Developer's Public Report dated <u>November 16, 2010</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):	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.

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*This material can be made available for individuals with special needs. Please call the Senior Condominium Specialist at (808) 586-2643 to submit your request.*

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

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):

In order to qualify the Project for Federal Housing Administration insured loans made on the security of the units within the Project, the Federal Housing Administration requires the Association of Unit Owners (the "Association") to be incorporated as a nonprofit membership corporation. The By-Laws of the Association provide that a nonprofit corporation may be formed under the laws of the State of Hawaii upon the written approval of owners having no less than sixty-seven percent (67%) of the common interest. Sixty-seven percent (67%) of the owners (including the Developer with respect to units it owned at the time the approval was given) approved the incorporation of the Association.

Page 3 of the Public Report has been revised to reflect the updated tax map key (TMK) for the land of the Project. Page 5 of the Public Report has been revised to reflect the date of the updated title report which has been obtained and submitted to the Commission. The section of the Public Report entitled Miscellaneous Information Not Covered Elsewhere in this Report, consisting of pages 18, 18a and 18b of the Public Report, has been supplemented with additional disclosures regarding the incorporation of the Association. Revised pages 3, 5, 18, 18a and 18b are attached to this Amendment to Public Report.

The matters referred to in this Amendment to Public Report do not constitute a material change to any units in the Project, and the issuance of the effective date of this Amendment to Public Report will not be the basis for purchasers of units in the Project to rescind a binding sales contract.

Changes continued:

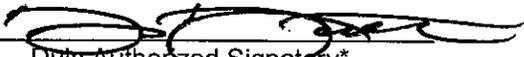
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The Developer declares subject to the penalties set forth in Section 514B-69, HRS that this project continues to conform to the existing underlying county zoning for the project, zoning and building ordinances and codes and all applicable permitting 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

\_\_\_\_\_  
  
Duly Authorized Signatory\*

\_\_\_\_\_  
JAN 31 2011  
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	Kama'aha Loop, Kapolei, Hawaii
Address of Project is expected to change because	Not Applicable
Tax Map Key (TMK)	(1) 9-1-016-193
Tax Map Key is expected to change because	Not Applicable
Land Area	1.048 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	3
Floors Per Building	2
Number of New Building(s)	3
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 A						

21	<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**

<b>Common Elements:</b> 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 <u>E</u> .	
Described as follows:	
<b>Common Element</b>	<b>Number</b>
Elevators	0
Stairways	5 in each building
Trash Chutes	0

**1.10 Limited Common Elements**

<b>Limited Common Elements:</b> 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 <u>F</u> .
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: 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. See Article VI, Section 5(i) of the By-Laws.
<input type="checkbox"/>	Number of Occupants:
<input checked="" type="checkbox"/>	Other: Ask to see "Rules & Regulations" (House Rules) regarding other possible restrictions. Also see owner-occupancy requirements noted on page 1a of this Report
<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 <u>G</u> describes the encumbrances against title contained in the title report described below.
Date of the title report: January 7, 2011
Company that issued the title report: Title Guaranty of Hawaii, Incorporated

## 6. MISCELLANEOUS INFORMATION NOT COVERED ELSEWHERE IN THIS REPORT

A. VILLAGES OF KAPOLEI COVENANTS. The Declaration of Condominium Property Regime provides that all present and future unit owners, tenants and occupants of units shall be bound by and be subject to the provisions of that certain Declaration of Covenants, Conditions and Restrictions, Villages of Kapolei dated July 26, 1990, filed in the Office of the Assistant Registrar of the Land Court of Hawaii as Document No. 1752834, as amended and restated (the "Villages of Kapolei Covenants"). The Villages of Kapolei Covenants provide, among other things, that an owner automatically becomes a member of the Villages of Kapolei Association upon issuance of the Limited Warranty Condominium Unit Deed to the owner, that the owner must pay assessments to the Villages of Kapolei Association, and that the owner may be required to obtain the consent of the Villages of Kapolei Association before making alterations to the unit or the limited common elements appurtenant to the unit, as set forth in the Villages of Kapolei Covenants. See Exhibit I for the amount of the current assessments.

B. LANDSCAPING OF YARD AREA. Each owner shall landscape the yard area assigned to his unit, if any, within ninety (90) days after the closing of the purchase of the unit (unless the yard area has already been completely landscaped). Before commencing any yard area landscaping, each owner shall submit to the Board of Directors a landscape plan (which shall include, without limitation, the location of any proposed lanais, patios, paved surfaces and/or wood decks within the yard area and a proposed plant list) for the Board's review and written approval, which approval shall not be unreasonably withheld or delayed. Prior to the installation of any lanai, patio, paved surface and/or wood deck within a yard area, an owner shall arrange for termite treatment of the area under such lanai, patio, paved surface and/or wood deck. Any costs attached to any of the foregoing actions shall be the responsibility of the owner.

C. AIR-CONDITIONING UNITS. If an owner wants to install air-conditioning units, the requirements and guidelines for doing so are summarized in Exhibit D attached to this report. Any costs for the air-conditioning and complying with the requirements and guidelines shall be the responsibility of the owner.

D. REPAIR AND MAINTENANCE OF UNITS AND COMMON ELEMENTS. The By-Laws provide that every unit owner shall at his own expense at all times well and substantially repair, maintain, amend and keep his unit, including without limitation all doors, sliding glass doors (if any), windows, window fixtures, and all internal installations within the unit such as water, electricity, gas (if any), telephone, sanitation, lights, solar water heating system, and all other fixtures and accessories belonging to such unit, if any, the interior decorated or finished surfaces of all walls, partitions, floors, ceilings and roofs of such unit, if any, with all necessary reparations and amendments whatsoever in good order and condition, except as otherwise provided by law or the Declaration, and shall be liable for all loss or damage whatsoever caused by his failure to perform any such work diligently, and in case of such failure after reasonable notice to perform shall reimburse to the Association promptly on demand all expenses incurred by it in performing any such work authorized by the Board of Directors or the Managing Agent.

In addition, each unit owner shall at his own expense at all times well and substantially repair, maintain, amend and keep the yard area, if any, appurtenant to and reserved for the exclusive use of such owner's unit (other than the Developer-Installed Slab (as defined in the By-Laws)), in good order and condition, and shall be liable for all loss or damage whatsoever caused by his failure to perform any such work, and in case of such owner's failure after reasonable notice to keep the yard area, if any, as aforesaid, the Association (through the Board of Directors or the Managing Agent) shall have the right (but not the obligation) to perform any such work and the cost thereof shall be charged to such unit owner as a special assessment constituting a lien against his interest in his unit which may be foreclosed by the Board or Managing Agent in the same manner as provided in the Condominium Property Act for unpaid common expenses.

Except as hereinabove expressly provided to the contrary, all maintenance, repairs and replacements to the common elements, whether located inside or outside of the units, shall be made by

the Board and be charged to all the owners as a common expense or a limited common expense; provided, however, that any such maintenance, repair or replacement necessitated by the negligence, misuse or neglect of a unit owner or occupant or any person under either of them, shall be charged to such unit owner or the unit owner of the unit of such occupant, as a special assessment constituting a lien against his interest in his unit which may be foreclosed by the Board or Managing Agent in the same manner as provided in the Condominium Property Act for unpaid common expenses.

E. WATER SUPPLY AND OTHER ISSUES. With respect to any adverse conditions existing in the general neighborhood/area of the Project (such as pesticides, soil problems, water supply issues, irrigation, etc.), studies and reports have been conducted on behalf of the Developer and by Government agencies. Refer to the Developer's Sales Office for copies of such studies and reports and other materials that are within the Developer's possession. The Developer is unaware of any contaminants in the air, soil or water source of the Project in excess of maximum permissible levels as established by governmental agencies. The following also are noted:

1. Wells serving the Project are operated by the Board of Water Supply of the City and County of Honolulu (the "Board of Water Supply"). In certain cases, water treatment facilities may be used.
2. Construction activities, processes (such as steel framing assembly), vehicles, and equipment incidental to construction will be present in the Project. Materials incidental to construction such as fuel, oil, grease, and maintenance of vehicles and equipment may be present.
3. The Project is located on property that was formerly used or was in the vicinity of property that was formerly used for agricultural purposes. Chemicals used in connection with the former agricultural use of the property may have come into contact with the soil.

F. GUEST PARKING STALLS WITHIN NOHONA II AT KAPOLEI – PHASE I FOR UNITS WITHIN THE PROJECT. Nohona II at Kapolei – Phase I ("Phase I") will include seven (7) guest parking stalls which will be available for the use of owners of units within the Project and other projects. Owners of units within the Project will be granted easements over portions of Phase I for parking purposes.

G. LOADING ZONE AND GUEST PARKING STALLS WITHIN NOHONA II AT KAPOLEI – PHASE II FOR UNITS WITHIN THE PROJECT. Nohona II at Kapolei – Phase II ("Phase II") will include a loading zone and three (3) guest parking stalls which will be available for the use of owners of units within the Project and other projects. Owners of units within the Project will be granted easements over portions of Phase II for parking purposes.

H. MAIL PAVILION AND GUEST PARKING STALLS WITHIN NOHONA II AT KAPOLEI – PHASE IV FOR UNITS WITHIN THE PROJECT. Nohona II at Kapolei – Phase IV ("Phase IV") will include a mail pavilion and four (4) guest parking stalls adjacent to the mailbox pavilion which will be available for the use of owners of units within the Project and other projects. Owners of units within the Project will be granted easements over portions of Phase IV for mail purposes and for parking purposes.

I. INCORPORATION OF ASSOCIATION OF THE UNIT OWNERS OF THE PROJECT. The Project Association of Unit Owners is a nonprofit membership corporation formed by the Articles of Incorporation of Association of Unit Owners filed December 21, 2010.

IN ADDITION TO THE FOREGOING:

This Project is being sold by the Developer rather than through an unrelated brokerage firm. Thus, no listing agreement exists. However, the Developer does possess an active Hawaii real estate broker's license, and all sales shall be conducted according to laws relevant to real estate brokerage, not as "owner sales".