

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

CONDOMINIUM PROJECT NAME:	KAUINOHEA PLACE
PROJECT ADDRESS:	44-124A Kauinohea Place Kaneohe, Hawaii 96744
REGISTRATION NUMBER:	7618
EFFECTIVE DATE OF REPORT:	January 5, 2016
THIS AMENDMENT:	<input checked="" type="checkbox"/> Must be read together with <input checked="" type="checkbox"/> Developer's Public Report dated <u>March 13, 2015</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):	Kauinohea Partners, 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):

A. Changes made as follows:

1. As the owner of all of the units in the project, the Developer caused:

a. an Amendment to the Declaration of Condominium Property Regime to be recorded on December 15, 2015 as Document No. A-58270654, to reflect the filing of the "as-built" verified statement required by Section 514B-34, Hawaii Revised Statutes; and

b. an Encroachment Agreement to be recorded on December 15, 2015 as Document No. A-58270655.

2. Developer has executed a listing agreement for the sale of the Units in the project with a duly licensed Hawaii real estate broker.

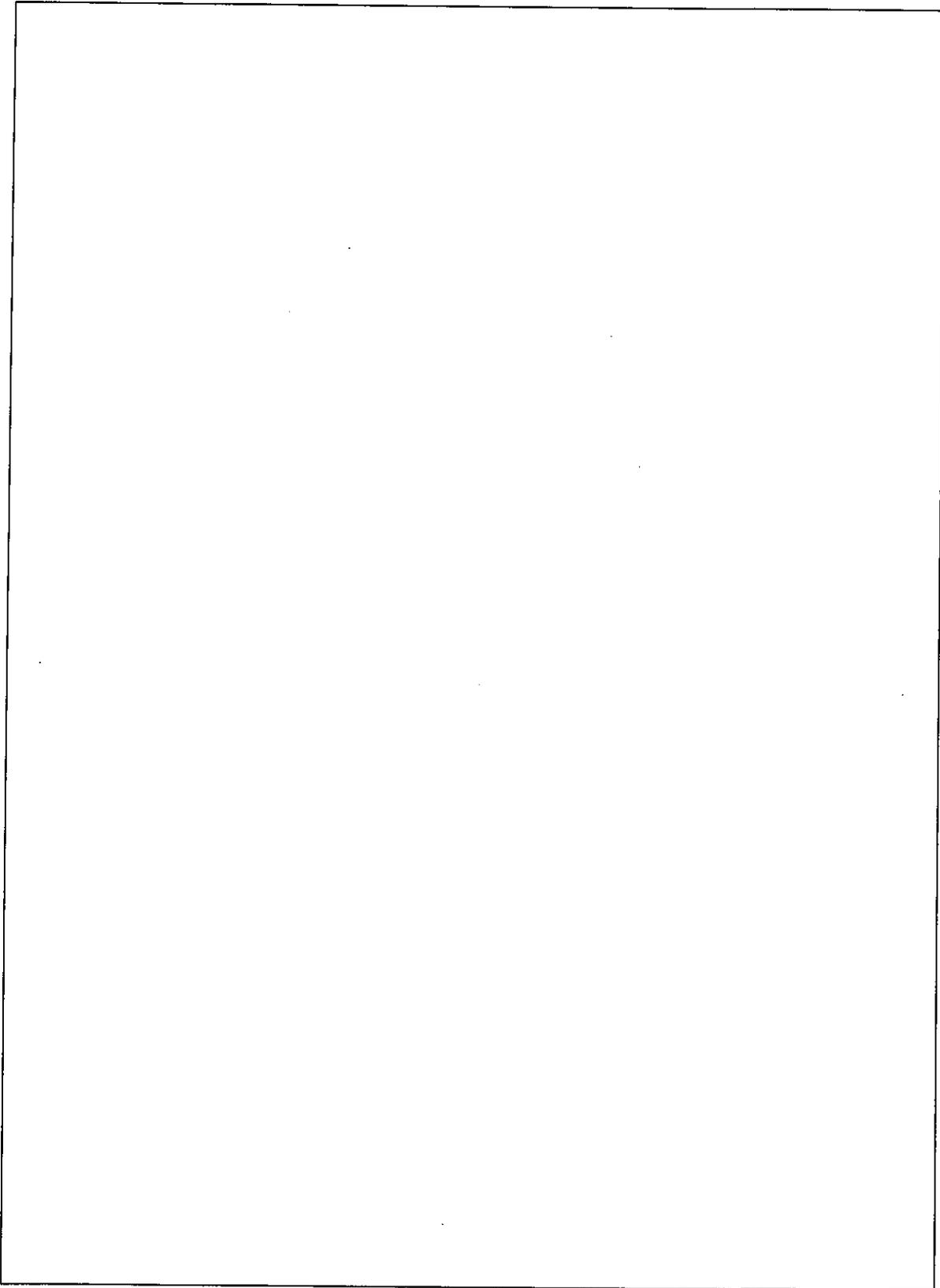
Copies of the Amendment to the Declaration of Condominium Property Regime, the Encroachment Agreement, and the listing agreement are on file with the Real Estate Commission. The purpose of this Amendment 1 to the Developer's Public Report is merely to reflect the recording of the amendment of the Declaration and the Encroachment Agreement, and the selection of a real estate broker.

B. This resulted in changes to the following pages and Exhibit of the Developer's Public Report:

1. Pages 5, 9, 10 and 19a, and Exhibit "F" have been revised to reflect the above referenced changes.

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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.

KAUINOHEA PARTNERS, LLC a Hawaii limited liability company

Printed Name of Developer



Duly Authorized Signatory*

12/9/2015

Date

Thomas William Spheeris, its Member

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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1.9 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 "D".
 Described as follows:

Common Element	Number
Elevators	None
Stairways	None
Trash Chutes	None

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 "E".
 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 type="checkbox"/>	Pets:
<input type="checkbox"/>	Number of Occupants:
<input type="checkbox"/>	Other:
<input checked="" 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 "F" describes the encumbrances against title contained in the title report described below.
 Date of the title report: December 16, 2015
 Company that issued the title report: Title Guaranty of Hawaii, Inc.

2. PERSONS CONNECTED WITH THE PROJECT

<p>2.1 Developer(s)</p>	<p>Name: Kauinohoa Partners, LLC</p> <p>Business Address: 60 Mahealani Place Kailua, Hawaii 96734</p> <p>Business Phone Number : (808) 395-1222</p> <p>E-mail Address:</p>
<p>Names of officers and directors of developers that are corporations; general partners of a partnership; partners of a limited liability partnership (LLP); or a manager and members of a limited liability company (LLC) (attach separate sheet if necessary).</p>	<p>Managers and Members:</p> <p>Sung-II Peter Kang Thomas William Spheeris</p>
<p>2.2 Real Estate Broker</p>	<p>Name: Locations LLC</p> <p>Business Address: 614 Kapahulu Avenue, Suite 200 Honolulu, Hawaii 96815</p> <p>Business Phone Number: (808) 277-7878</p> <p>E-mail Address: MARSHALL.MOWER@locationshawaii.com</p>
<p>2.3 Escrow Depository</p>	<p>Name: Title Guaranty Escrow Services, Inc.</p> <p>Business Address: 235 Queen Street, 1st Floor Honolulu, Hawaii 96813</p> <p>Business Phone Number: (808) 521-0211</p>
<p>2.4 General Contractor</p>	<p>Name: S. S. Builders, Inc.</p> <p>Business Address: 967 Iopono Loop Kailua, Hawaii 96734</p> <p>Business Phone Number: (808) 262-0935</p>
<p>2.5 Condominium Managing Agent</p>	<p>Name: Self-managed by the Association</p> <p>Business Address:</p> <p>Business Phone Number:</p>
<p>2.6 Attorney for Developer</p>	<p>Name: Anders G. O. Nervell, Esq. (Clay Chapman et al.)</p> <p>Business Address: 700 Bishop Street, Suite 2100 Honolulu, Hawaii 96813</p> <p>Business Phone Number: (808) 535-8400</p>

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	January 12, 2015	A-55470797

Amendments to Declaration of Condominium Property Regime		
Land Court or Bureau of Conveyances	Date of Document	Document Number
Bureau of Conveyances	December 15, 2015	A-58270654

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	January 12, 2015	A-55470798

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	5392
Dates of Recordation of Amendments to the Condominium Map: December 15, 2015	

6. CLAIMS AGAINST CONTRACTOR. CHAPTER 672E OF THE HAWAII REVISED STATUTES CONTAINS IMPORTANT REQUIREMENTS PURCHASER MUST FOLLOW BEFORE PURCHASER MAY FILE A LAWSUIT OR OTHER ACTION FOR DEFECTIVE CONSTRUCTION AGAINST THE CONTRACTOR WHO DESIGNED, REPAIRED, OR CONSTRUCTED PURCHASER'S UNIT. NINETY (90) CALENDAR DAYS BEFORE PURCHASER FILES PURCHASER'S LAWSUIT OR OTHER ACTION, PURCHASER MUST SERVE ON THE CONTRACTOR A WRITTEN NOTICE OF ANY CONSTRUCTION CONDITIONS PURCHASER ALLEGES ARE DEFECTIVE. UNDER THE LAW, A CONTRACTOR HAS THE OPPORTUNITY TO MAKE AN OFFER TO REPAIR AND/OR PAY FOR THE DEFECTS. PURCHASER IS NOT OBLIGATED TO ACCEPT ANY OFFER MADE BY A CONTRACTOR. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER THE LAW, AND FAILURE TO FOLLOW THEM MAY NEGATIVELY AFFECT PURCHASER'S ABILITY TO FILE A LAWSUIT OR OTHER ACTION.

7. MANAGEMENT OF PROJECT. The Project's Association of Unit Owners and Board of Directors are responsible for the management of the Project. Under the Project's Declaration and By-Laws, all Owners must attend Association and Board meetings in order to establish a quorum.

8. ENCROACHMENTS. The boundary survey completed on September 19, 2013 and referenced in Exhibit "F" hereto revealed the existence of several encroachments affecting the property. A copy of the survey is on file with the Real Estate Commission and is also available for inspection from the Developer. No agreements have been entered into with the neighboring property owners regarding the ownership of these encroachments or the responsibility for maintenance or repair.

Since the date of that survey, a rock wall ("Rock Wall") has been constructed on the Project along the boundary between the Project and the lot to the west of the Project identified as TMK No. (1) 4-4-017-019 ("Parcel 19"). As shown on the Condominium Map, a portion of the Rock Wall encroaches into Parcel 19. The Developer has entered into an Encroachment Agreement with the owners of Parcel 19, pursuant to which the Rock Wall may continue to encroach onto Parcel 19 to the same extent it now encroaches onto Parcel 19. The Encroachment Agreement is more particularly described in Exhibit "F". A copy of the Encroachment Agreement is on file with the Real Estate Commission and is also available for inspection from the Developer.

EXHIBIT "F"

List of Encumbrances Against Title

Encumbrances against the title as contained in the Status Report dated December 16, 2015, and issued by Title Guaranty of Hawaii, Inc., are as follows:

1. Real property taxes due and payable. For more information contact the Real Property Assessment Office, City and County of Honolulu.
2. Mineral and water rights of any nature in favor of the State of Hawaii.
3. "Right of way for utilities over, across, along, upon and under the following described piece of land:

Being a strip of land 5.00 feet wide and extending 5.00 feet northeasterly from the following described line:

Beginning at a pipe at the southeasterly end of this line, said pipe marking the end of Course 5 of the above described piece of land and running by true azimuths measured clockwise from South:
 1. 153° 30' 00" 109.60 feet more or less
4. Easement in favor of the City and County of Honolulu for a right of- way over, under and through the premises hereinafter described for sanitary sewer purposes, as condemned by FINAL ORDER OF CONDEMNATION dated April 21, 1967, recorded in Liber 5653 at Page 231, said easement being more particularly described therein.
5. The terms and provisions contained in the following:

INSTRUMENT: ENCROACHMENT AGREEMENT (PATIO EAVE LINE)

DATED: April 20, 1999
RECORDED: Document No. 99-062903
PARTIES: PUNAHOU SCHOOL, a Hawaii non-profit corporation, "PUNAHOU" and ROBERT COLVER JAMES and JEAN D. JAMES, also known as JEAN DORIS JAMES, husband and wife, "JAMES"
6. Structure position discrepancies as shown on the survey map prepared by Wesley T. Tengan, Land Surveyor, dated September 19, 2013.
7. Encroachment(s) as shown on the survey map prepared by Wesley T. Tengan, Land Surveyor, dated September 19, 2013.
 - (a) Item T: End of chainlink gate from Parcel 100 extends approximately 2.5 ft. into subject Parcel 97.

IN ADDITION, THE DEVELOPER ADVISES THAT THE FOLLOWING DOCUMENTS WERE SUBSEQUENTLY RECORDED:

8. Condominium Map No. 5392 filed in said Bureau of Conveyances.

9. Declaration of Condominium Property Regime dated January 12, 2015, recorded in said Bureau of Conveyances as Document No. A-55470797. Said Declaration was amended by that certain instrument dated December 9, 2015, recorded in said Bureau of Conveyances as Document No. A-58270654.
10. By-Laws of the Association of Unit Owners dated January 12, 2015, recorded in said Bureau of Conveyances as Document No. A-55470798.
11. The terms and provisions contained in GRANT:
- TO : HAWAIIAN ELECTRIC COMPANY, INC.
- DATED : September 10, 2015
- RECORDED : Document No. A-57360185
- GRANTING : a right and easement for utility purposes
12. The terms and provisions contained in the following:
- INSTRUMENT : ENCROACHMENT AGREEMENT
- DATED : December 10, 2015
- RECORDED : Document No. A-58270655
- PARTIES : KAUINOHEA PARTNERS, LLC, a Hawaii limited liability company, "FIRST PARTY", and JOHN MURRAY DAY JR. and ELEANOR GOROSPE DAY, Trustees of the John Murray Day Jr. and Eleanor Gorospe Day Revocable Living Trust Agreement dated March 20, 2003, "SECOND PARTY"

END OF EXHIBIT "F"