

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

CONDOMINIUM PROJECT NAME:	PU'U KULANA CPR 888
PROJECT ADDRESS:	4363 Puu Kulana Place, Kalaheo, Hawaii 96741
REGISTRATION NUMBER:	7778 (conversion)
EFFECTIVE DATE OF REPORT:	August 3, 2016
THIS AMENDMENT:	<input checked="" type="checkbox"/> Must be read together with <input checked="" type="checkbox"/> Developer's Public Report dated <u>April 14, 2016</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):	Jay T. Manzano, Trustee of the Jay T. Manzano Self-Trusteed Trust dated March 20, 2008, and Marie T. Manzano, Trustee of the Marie T. Manzano Self-Trusteed Trust dated March 20, 2008

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 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

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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):

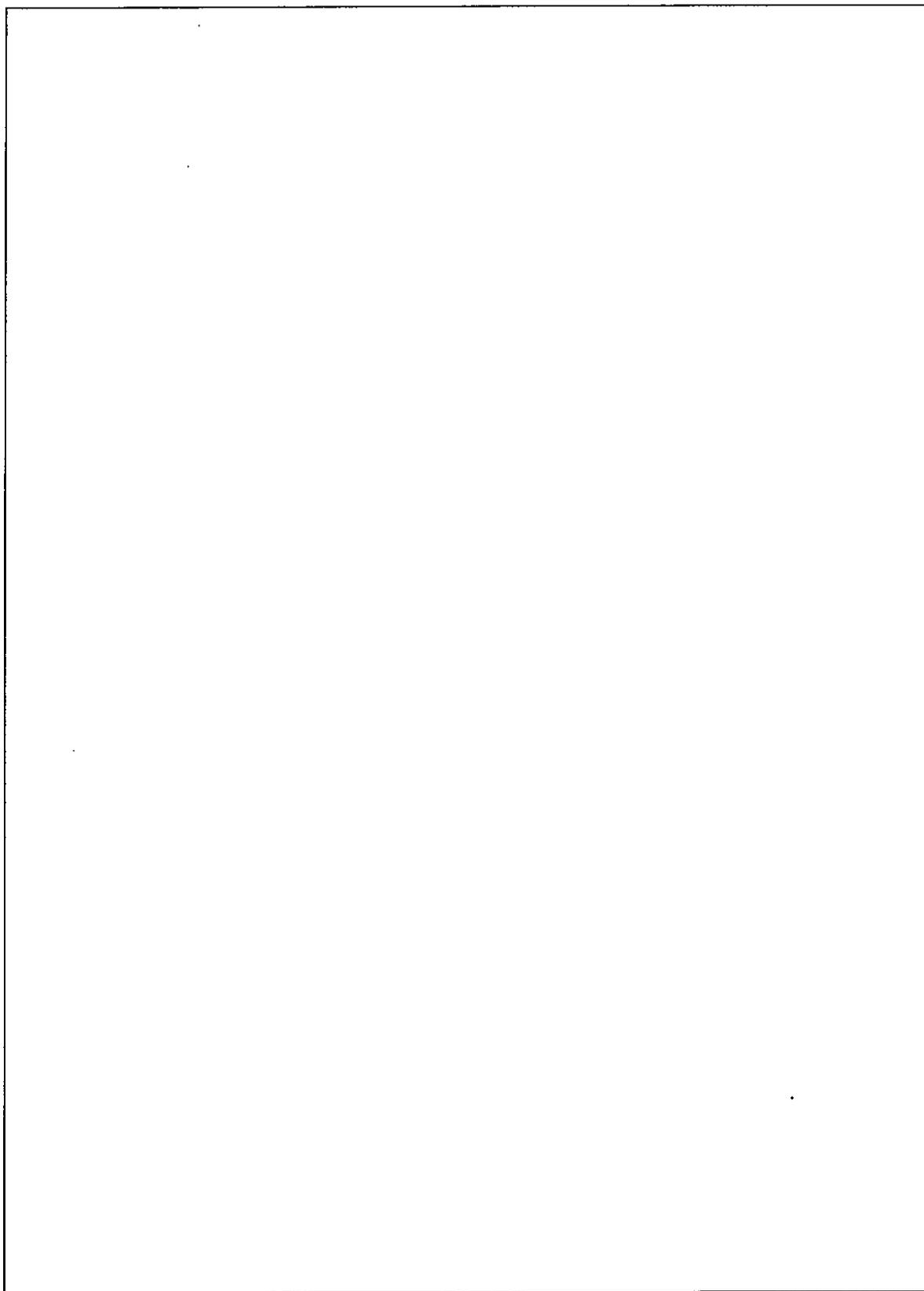
1. The location of Unit 1 and Unit 2 were switched on the Condominium Map. This amendment is to correctly note that Unit 1 is located on the western side of the Project, and Unit 2 is located on the eastern side of the Property.
2. A First Amendment to Declaration of Condominium of Property Regime of PU'U KULANA CPR 888 dated June 7, 2016, was recorded in the Bureau of Conveyances as Document No. A-60160237, to correct the location of Units 1 and 2.
3. An updated title report has been prepared and Exhibit "E" of the Public Report has been amended to reflect the recording of the First Amendment of Declaration of Condominium of Property Regime of PU'U KULANA CPR 888.

Pursuant to the foregoing, the following changes have been made to the Developer's Public Report:

- A. Item #6 on page 1c is amended to correctly identify the Units' restrictions.
- B. Section 1.10 on page 5 is amended to correct the easement designations. Section 1.12 on Page 5 is also amended to state the current date of the updated title report.
- C. Page 10 is amended to note the recording of the First Amendment and amended CPR map.
- D. Exhibit "A" is amended to reflect the changes noted in the First Amendment.
- E. An updated title report has been prepared and Exhibit "E" of the Public Report has been amended to reflect the recording of the First Amendment of Declaration of Condominium of Property Regime of PU'U KULANA CPR 888.

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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.

Jay T. Manzano, Trustee of the Jay T. Manzano
Self-Trusteed Trust dated March 20, 2008

Printed Name of Developer



Duly Authorized Signatory*

August 1, 2016

Date

Jay T. Manzano, Trustee - Owner/Developer

Printed Name & Title of Person Signing Above

Distribution:

Department of Finance, County of Kauai

Planning Department, County of Kauai

***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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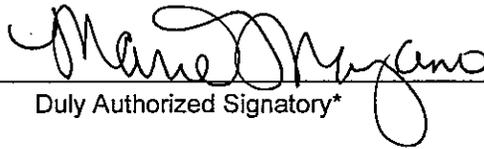
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Marie T. Manzano, Trustee of the Marie T. Manzano
Self-Trusteed Trust dated March 20, 2008

Printed Name of Developer



Duly Authorized Signatory*

August 1, 2016

Date

Marie T. Manzano, Trustee - Owner/Developer

Printed Name & Title of Person Signing Above

Distribution:

Department of Finance, County of Kauai

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5. Purchasers should be aware of the following zoning restrictions:
 - (a) The available land coverage and developable area shall be allocated to each Unit as set forth in Exhibit "K".
 - (b) Purchaser's should be aware of the matters concerning the Project's compliance with zoning requirements as set forth in the Developer's Zoning Compliance Declaration attached hereto as Exhibit "N".

6. For so long as the State of Hawaii Department of Health rules only allows a single waste water system on the Property that can serve a maximum of five (5) bedrooms, any condominium house to be located on Unit 2 shall be restricted to having no more than two (2) bedrooms, and any condominium house to be located on Unit 1 shall be restricted to having no more than three (3) bedrooms.

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

1.9 Common Elements

<p><u>Common Elements:</u> 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 "D" .</p>									
<p>Described as follows:</p>									
<table border="1"> <thead> <tr> <th>Common Element</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Elevators</td> <td>0</td> </tr> <tr> <td>Stairways</td> <td>1 for each Unit</td> </tr> <tr> <td>Trash Chutes</td> <td>0</td> </tr> </tbody> </table>		Common Element	Number	Elevators	0	Stairways	1 for each Unit	Trash Chutes	0
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1.10 Limited Common Elements

<p><u>Limited Common Elements:</u> 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 _____ .</p>
<p>Described as follows:</p> <p>Unit 2 shall have appurtenant to it Easement S-1 over, across and under Unit 1 for septic system purposes as shown on the Condominium Map.</p> <p>Unit 1 shall have appurtenant to it Easement S-2 over, across and under Unit 2 for septic system purposes as shown on the Condominium Map.</p>

1.11 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>	
<p><input checked="" type="checkbox"/></p>	<p>Pets: Animals and pets are regulated as provided in Sections 13.1 and 13.2 of the Bylaws.</p>
<p><input type="checkbox"/></p>	<p>Number of Occupants:</p>
<p><input type="checkbox"/></p>	<p>Other:</p>
<p><input type="checkbox"/></p>	<p>There are no special use restrictions.</p>

1.12 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 "E" describes the encumbrances against title contained in the title report described below.</p>
<p>Date of the title report: June 22, 2016</p>
<p>Company that issued the title report: Title Guaranty of Hawaii, Inc.</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	December 24, 2015	A-59270748

Amendments to Declaration of Condominium Property Regime		
Land Court or Bureau of Conveyances	Date of Document	Document Number
Bureau of Conveyances	June 7, 2016	A-60160237

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	August 20, 2015	A-59270749

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	5517
Dates of Recordation of Amendments to the Condominium Map: June 21, 2016	

EXHIBIT "A"

A. UNIT DESCRIPTIONS:

1. Unit 1 is an existing two-story residential dwelling constructed with a steel frame. The Unit 1 Dwelling contains 3 bedrooms, 3 bathrooms, a kitchen/living area, dining area, and family room, with a total living area of 1,916.5 square feet, a lanai and deck with an area of 94 square feet, and a garage with an area of 476 square feet, for a total of 2,486.5 square feet.

2. Unit 2 is an existing two-story residential dwelling constructed with a steel frame. The Unit 2 Dwelling contains 2 bedrooms, 3 bathrooms, a kitchen/living area, dining area, family room, and den with a total living area of 1,916.5 square feet, a lanai and deck with an area of 94 square feet, and a garage with an area of 476 square feet, for a total of 2,486.5 square feet.

NOTE: THE FLOOR AREAS SHOWN ARE APPROXIMATE ONLY. THE DECLARANT MAKES NO REPRESENTATION OR WARRANTIES WHATSOEVER AS TO THE AREA OF A PARTICULAR UNIT.

B. UNIT LOCATIONS:

Units 1 and 2 are located as shown on the Condominium Map.

C. UNIT ACCESS TO PUBLIC ROAD:

1. Unit 2 has access across the Common Element Driveway and Easement B to Pu'u Kulana Place, a government road.

2. Unit 1 has access across Easement AU-1, the Common Element Driveway and Easement B to Pu'u Kulana Place, a government road.

D. COMMON ELEMENTS:

The common elements of the project shall specifically include, but are not limited to, the following:

1. The land described in Exhibit "A" attached to the Declaration in fee simple.

2. All central and appurtenant installations for common services, including power, light, water, telephone and sewer.

3. Any and all apparatus and installations of common use and all other parts of the project necessary or convenient to its existence, maintenance and safety, or normally in common use.

4. The Common Element Driveway as shown on the Condominium Map and more fully described as Exhibit "3" attached hereto.

5. Easement AU-1 as shown on the Condominium Map and more fully described in Exhibit "4" attached to the Declaration.

6. Easement B for access and utility purposes over Lot 16, as shown on the Condominium Map.

E. LIMITED COMMON ELEMENTS:

Certain units shall have appurtenant thereto easements for the exclusive use of certain limited common elements as follows:

1. Limited Common Element for Unit 1: The limited common element appurtenant to Unit 1 consists of the land area under and surrounding Unit 1, contains approximately 4,386 square feet as designated on the Condominium Map and described in Exhibit "1" attached to the Declaration, and is reserved for the exclusive use of Unit 1 for the support of the building and other improvements comprising Unit 1, and for the purposes described in the Project Documents.

2. Limited Common Element for Unit 2: The limited common element appurtenant to Unit 2 consists of the land area under and surrounding Unit 2, contains approximately 4,386 square feet as designated on the Condominium Map and described in Exhibit "2" attached to the Declaration, and is reserved for the exclusive use of Unit 2 for the support of the building and other improvements comprising Unit 2, and for the purposes described in the Project Documents.

3. Unit 2 shall have appurtenant to it Easement S-1 over, across and under Unit 1 for septic system purposes as shown on the Condominium Map attached as Exhibit "5" to the Declaration.

4. Unit 1 shall have appurtenant to it Easement S-2 over, across and under Unit 2 for septic system purposes, as shown on the Condominium Map attached as Exhibit "6" to the Declaration.

EXHIBIT "E"

ENCUMBRANCES AGAINST TITLE

1. Mineral and water rights of any nature.
2. RIGHT-OF-ENTRY dated March 1, 1991, to the COUNTY OF KAUAI, by and through the Board of Water Supply, County of Kauai, granting a right of entry over Tax Key(s) 2-3-11-3 and 2-3-11-19, recorded as Document No. 91-043005.
3. The terms and provisions contained in the WARRANTY DEED dated February 26, 1992, recorded as Document No. 92-031195.
4. DESIGNATION OF EASEMENT "C" (15 feet wide) for vehicular and pedestrian access and utility purposes, as shown on File Plan No. 2054.
5. RIGHT-OF-ENTRY to CITIZENS UTILITIES COMPANY, now known as CITIZENS COMMUNICATIONS COMPANY, whose interest is now held by KAUAI ISLAND UTILITY COOPERATIVE, dated May 11, 1992, recorded as Document No. 92-213881, granting a right-of-entry for the purpose of building, constructing, repairing, maintaining and operating pole and wire lines, and/or underground lines, etc., for the transmission and distribution of electricity.
6. GRANT to CITIZENS UTILITIES COMPANY, now known as CITIZENS COMMUNICATIONS COMPANY, whose interest is now held by KAUAI ISLAND UTILITY COOPERATIVE and GTE HAWAIIAN TELEPHONE COMPANY INCORPORATED, now known as HAWAIIAN TELCOM, INC., dated January 20, 1993, recorded as Document No. 96-123851, granting a right and easement for utility purposes as shown on map attached thereto.
7. The terms and provisions contained in the following:

DECLARATION OF THE CONDOMINIUM PROPERTY REGIME PU'U KULANA CPR 888 dated December 24, 2015, and recorded as Document No. A-59270748.

Condominium Map No. 5517 and any amendments thereto.

Said Declaration was amended by instrument dated June 7, 2016, recorded as Document No. A-60160237.
8. The terms and provisions contained in the BY-LAWS OF THE ASSOCIATION OF UNIT OWNERS OF PU'U KULANA CPR 888 dated August 20, 2015, recorded as Document No. A-59270749.