

# IMPORTANT -- Read This Developer Prepared Report Before Buying

This Report Is Not a Commission Approval or Disapproval of This Condominium Project

## AMENDMENT 2 TO SECOND AMENDED DEVELOPER'S PUBLIC REPORT FOR A CONDOMINIUM

CONDOMINIUM PROJECT NAME:	PARK LANE
PROJECT ADDRESS:	1388 Ala Moana Boulevard Honolulu, Hawaii 96814
REGISTRATION NUMBER:	7575
EFFECTIVE DATE OF REPORT:	July 31, 2017
THIS AMENDMENT:	<input checked="" type="checkbox"/> Must be read together with <input type="checkbox"/> Developer's Public Report dated _____ <input checked="" type="checkbox"/> Amended Report dated <u>May 10, 2016</u> and Amendment 1 dated February 14, 2017 <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):	AMX 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.

---

*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

---

*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.*

Summary of Changes from Earlier Developer's Public Report:

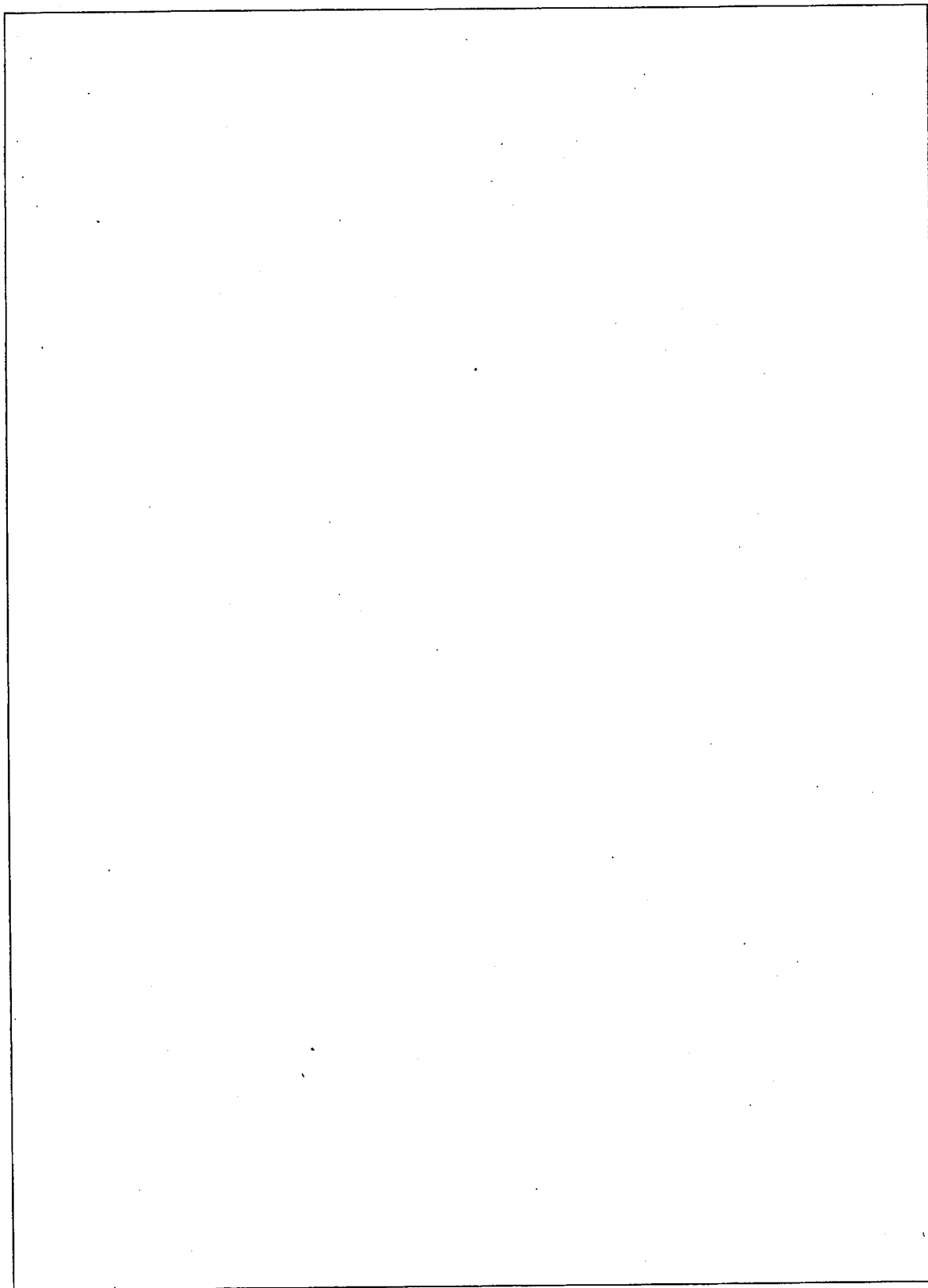
This summary contains a general description of the changes, if any, made by the developer since the last Developer's Public Report was issued an effective date. It is not necessarily all inclusive. Prospective purchasers and purchasers must read this amendment together with the last Developer's Public 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):

Pursuant to Section 514B-41(b) of the Hawaii Revised Statutes, the Developer elected to assume the initial actual common expenses of the Project. As of September 1, 2017 (the "Maintenance Fee Commencement Date"), Residential Unit Owners will be obligated to pay for the portion of the common expenses that are allocated to their respective Units. Item 6.1 on Page 19 of the Developer's Public Report has been modified to note this obligation. An updated copy of Page 19 is attached to this Amendment. Unit Owners who purchased their Units prior to the Maintenance Fee Commencement Date will be provided with a written notice stating that as of the Maintenance Fee Commencement Date, Unit Owners will be obligated to pay for the portion of the common expenses that are allocated to their respective Units.

*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.*

Changes continued:



*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.*

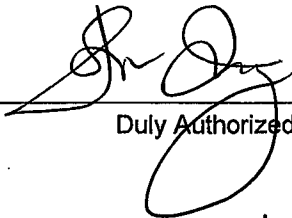
The Developer declares subject to the penalties set forth in Section 514B-69, HRS that this project continues to conform to the existing underlying county zoning for the project, zoning and building ordinances and codes and all applicable permitting requirements adopted by the county in which the project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

AMX Partners, LLC, a Delaware limited liability company  
By: Kahikolu Partners, LLC, a Delaware limited liability company  
Its: Manager

\_\_\_\_\_  
Printed Name of Developer



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

7/26/2017

\_\_\_\_\_  
Date

Kathryn Inouye 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.**

\_\_\_\_\_  
*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.*

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

1. Developer to Pay Actual Costs of Project. Pursuant to Section 514B-41(b) of the Hawaii Revised Statutes, the Developer elected to assume the initial actual common expenses of the Project. As of September 1, 2017, Residential Unit Owners will be obligated to pay for the portion of the common expenses that are allocated to their respective Units.
2. Real Property Tax Assessment. Developer shall be responsible for any real property taxes attributable to the Residential Units prior to closing. Any real property taxes paid in advance by Developer shall be prorated as a closing cost payable by purchaser pursuant to the Purchase Agreement for the purchase of a Unit.
3. Initial Commercial Owner; Operation of Commercial Development. GGP Ala Moana, LLC is the "Initial Commercial Owner" of the Commercial Development. The Commercial Unit in the Project may have retail activities that will be open to the public, who will access the Commercial Unit through the Commercial Limited Common Elements. It is not guaranteed that the Commercial Development will continue to be used for retail purposes or be open to the public. There will be certain approval rights required by the Initial Commercial Owner for certain alterations to the Residential Development and to the Residential Units. The Purchaser should review the Declaration carefully to be familiar with such approval requirements. Initial Commercial Owner shall not assume or be responsible for any liabilities, warranties or obligations which have accrued or may accrue to the Developer, its successors and assigns, including, but not limited to, any liabilities, warranties or obligations concerning any Residential Units, buildings or other improvements constructed, or to be constructed, by or on behalf of the Developer.
4. Reserved Rights of Developer and Initial Commercial Owner. Generally, the Developer, as to the Residential Development, and the Initial Commercial Owner, as to the Commercial Development, may perform alterations that may affect the exterior appearance of the Project (among other things). Each has separate and independent reserved rights, as set forth in the Declaration, which are summarized in the attached Exhibit H. **Purchaser should carefully review the Developer's Reserved Rights and Initial Commercial Owner's Reserved Rights set forth in Exhibit H and in the Declaration.**
5. Alternative Allocation. According to HRS § 514B-41, as amended, in a mixed-use project, common expenses may be allocated among the Residential Units and the Commercial Units in a fair and equitable manner. For instance, since the use, responsibility and cost of maintenance of the General Common Element Shared Structural Support land is shared between the Residential Development and the Commercial Development, the Declaration creates and "Alternative Allocation" method by which certain costs are shared between the developments. The costs attributable to the Residential Development are then shared among the Residential Unit Owners based on the Residential Class Common Interest (as set forth in the attached Exhibit A). As such, the Residential Class Common Interest is not an ownership interest, but rather an interest used to calculate each Residential Unit Owner's share of the Residential Unit Class Expenses. Exhibit D of the Declaration sets forth the Alternative Allocation share between the Residential Development and the Commercial Development. The Alternative Allocation may not be amended without the consent of the Developer and Initial Commercial Owner.
6. Managing Agents. Developer, acting as the Association, has retained Hawaiiana Management Company, Ltd. as the physical, fiscal and administrative manager of the Residential Development (the "Managing Agent"). Initial Commercial Owner may retain a manager to perform the physical, fiscal and administrative management of the Commercial Development or may self-manage the Commercial Development (in either case, the "Commercial Managing Agent"). The Commercial Managing Agent is responsible for providing the Managing Agent any documents necessary for filings required for the Association in accordance with Chapter 514B of the HRS.
7. Resident Manager Unit. The Developer is the owner of Residential Unit 1306, which is initially intended to be used as a resident manager's unit. The Developer may sell, pledge, lease, assign, convey, mortgage and/or transfer Residential Unit 1306 to a third party including, without limitation, the Association, in its sole discretion. Upon such conveyance, the Developer does not guaranty, warrant or represent that Residential Unit 1306 will continue to be used as a resident manager's unit or be utilized to serve the Project or its Owners.
8. Land Use Entitlements. The Project is subject to certain restrictions and conditions set forth in the Land Use Entitlements as the same may be amended from time to time. Copies of the Land Use Entitlements are attached as Exhibits N and O. Initial Commercial Owner shall have the right to amend such Land Use Entitlements and related permits in accordance with Initial Commercial Owner's Reserved Rights as provided in Sections XXI.C and XXI.D of the Declaration.