

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

CONDOMINIUM PROJECT NAME:	Makalea Condominium
PROJECT ADDRESS:	Makalea Street Koloa, Poipu, Kauai, HI 96756
REGISTRATION NUMBER:	7676
EFFECTIVE DATE OF REPORT:	<b>January 8, 2018</b>
THIS AMENDMENT:	<input checked="" type="checkbox"/> Must be read together with <input checked="" type="checkbox"/> Developer's Public Report dated <u>September 25, 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):	Steven A. Hunt, Trustee of the Steven A. Hunt Revocable Trust Lauren L. Hunt, Trustee of the Lauren L. Hunt Revocable Trust

**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:

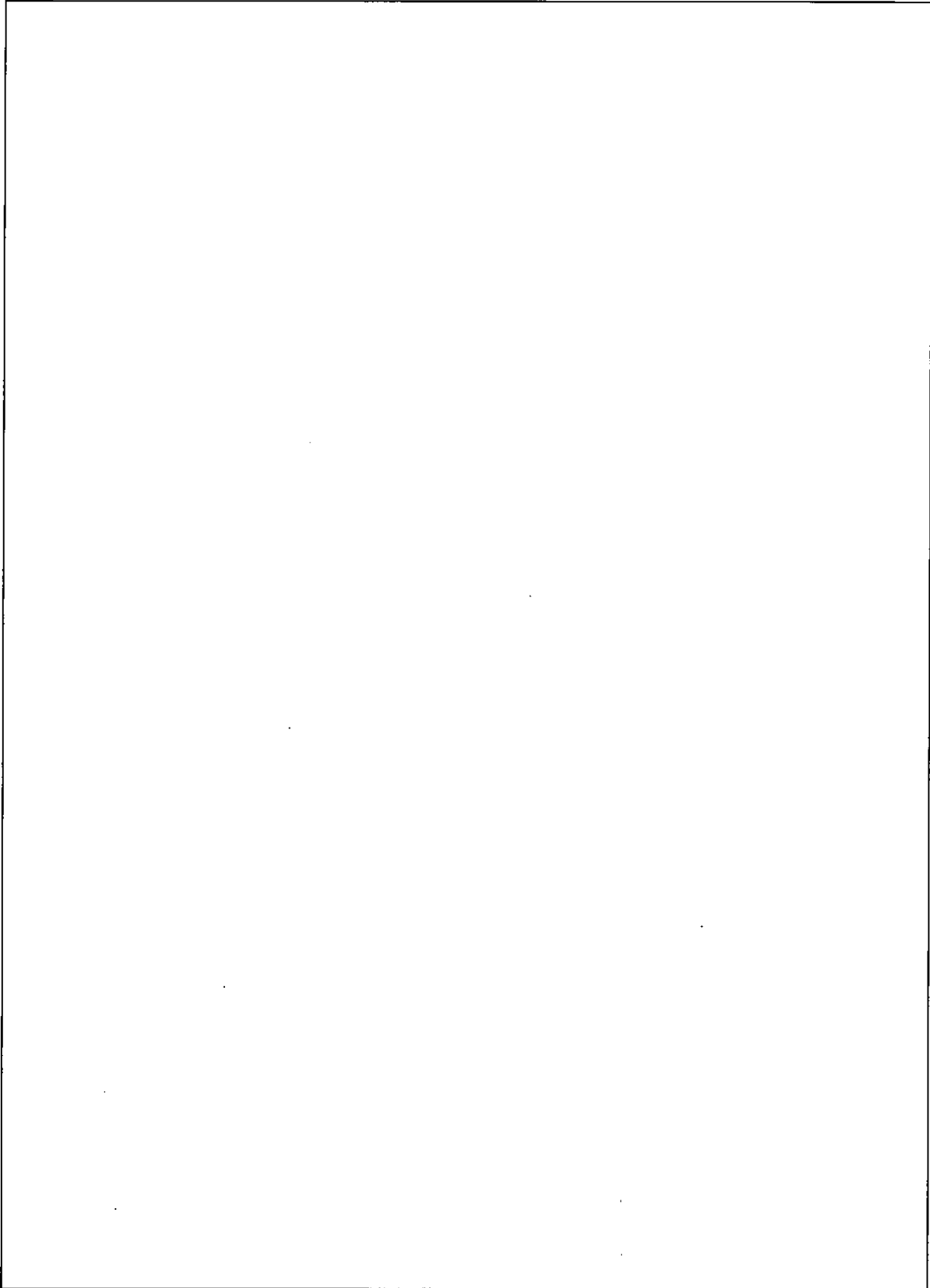
This summary contains a general description of the changes, if any, made by the developer since the last Developer's Public Report was issued an effective date. It is not necessarily all inclusive. Prospective purchasers and purchasers must read this amendment together with the last Developer's Public 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. The addition of the real estate Brokerage Information on Page 9, Section 2.2  
Real Estate Broker for sale of Unit 2 to be:  
Name: Oceanfront Sotheby's International Realty  
Business Address: 5-4280 Kuhio Hwy., Suite G-200  
Princeville, HI 96722  
Business Phone: 808-245-8831  
E-mail Address: Debra@oceanfrontsir.com
  
2. The Developer made this report Pro Se. See page 9, Section 2.6  
  
The creation of a condominium project and the registration of the units therein involve the preparation of complex documents normally drafted by a Hawaii licensed attorney. For this project, the Developer prepared this Amendment 1 to Developer's Public report and other important documents for the project without a Hawaii licensed attorney. Issuance of an Effective Date for this Amendment 1 to Developer's Public Report does not guarantee that the project documents meet all legal requirements or achieve their intended purposes. Further, defects in the project documents can impair the operation of this project, the use of the units, and your ability to secure a mortgage or to resell your unit. ACCORDINGLY, YOU ARE STRONGLY ENCOURAGED TO HAVE THE PROJECT DOCUMENTS REVIEWED BY A LICENSED ATTORNEY BEFORE YOU WAIVE YOUR RIGHT TO CANCEL YOUR PURCHASE.
  
3. A mortgage has filled against the units and an updated Preliminary Title Report has been submitted to the Real Estate Commission. See page 5, Section 1.12 and Exhibit "D".

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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.

Steven A. Hunt, Trustee  
\_\_\_\_\_  
Printed Name of Developer



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

12/20/17

\_\_\_\_\_  
Date

Steven A. Hunt, Trustee  
\_\_\_\_\_  
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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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.

Lauren L. Hunt, Trustee  
\_\_\_\_\_  
Printed Name of Developer

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

20 DEC 2017  
\_\_\_\_\_  
Date

Lauren L. Hunt, Trustee  
\_\_\_\_\_  
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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**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 n/a \_\_\_\_\_.

Described as follows:

There are no limited common elements in this Project.

**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 checked="" type="checkbox"/>	Other: Poipu Beach Estates Declaration of Covenants, Conditions and Restrictions (Exhibit H)
<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 "D" \_\_\_\_\_ describes the encumbrances against title contained in the title report described below.

Date of the title report: November 7, 2017

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

**2. PERSONS CONNECTED WITH THE PROJECT**

<p><b>2.1 Developer(s)</b></p>	<p>Name: Steven A. Hunt, Trustee and Lauren L. Hunt, Trustee</p> <p>Business Address: 4129 Puahala Place Lihue, HI 96766</p> <p>Business Phone Number : 808-241-4225</p> <p>E-mail Address: n/a</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>n/a</p>
<p><b>2.2 Real Estate Broker</b></p>	<p>Name: Oceanfront Sotheby's International Realty</p> <p>Business Address: 5-4280 Kuhio Hwy., Suite G-200 Princeville, HI 96722</p> <p>Business Phone Number: 808-245-8831</p> <p>E-mail Address: Debra@oceanfrontsir.com</p>
<p><b>2.3 Escrow Depository</b></p>	<p>Name: Title Guaranty Escrow Services, Inc.</p> <p>Business Address: 235 Queen Street First Floor Honolulu, HI 96802</p> <p>Business Phone Number: 808-533-5855</p>
<p><b>2.4 General Contractor</b></p>	<p>Name: n/a</p> <p>Business Address:</p> <p>Business Phone Number:</p>
<p><b>2.5 Condominium Managing Agent</b></p>	<p>Name: Self-managed by the Association of Unit Owners</p> <p>Business Address:</p> <p>Business Phone Number:</p>
<p><b>2.6 Attorney for Developer</b></p>	<p>Name: Pro Se</p> <p>Business Address:</p> <p>Business Phone Number:</p>



**EXHIBIT "D"**

**ENCUMBRANCES AGAINST TITLE  
AND SUMMARY OF EFFECTS OF ENCUMBRANCES**

The following are listed as encumbrances against title in this Exhibit "D"

1. Real Property Taxes, if any, that may be due and owing.  
Tax Key: (4) 2-8-031-173 Area Assessed: 43,562 sq. ft.  
Tax Classification: RESIDENTIAL  
Street Address: 5312 MAKALE'A STREET, KOLOA HAWAII 96756
2. Mineral and water rights of any nature in favor of the State of Hawaii.
3. An easement to convey water through ditch known as Makapala Ditch, shown in Petition No. 307, in favor of Annie S. Knudsen.
4. The terms and provisions contained in instrument dated August 27, 1937, filed as Land Court Document No. 40955, by and between The McBryde Sugar Company, Limited, Party of the First Part, Bishop Trust Company, Limited, Trustee for Eric A. Knudsen and Augustus F. Knudsen, Parties of the Second Part, Eric A. Knudsen and Augustus F. Knudsen, Parties of the Third Part, and Bishop Trust Company, Limited, Party of the Fourth Part.
5. DECREE dated June 7, 1951, filed as Land Court Document No. 135050, which stipulates that Carl E. Schimmelfennig, Petitioner in Equity No. 144 and occupant of R. P. 7269, L. C. Aw. 3606 to Kamae, "is entitled to receive water from the Konohiki of the Ahupuaa of Koloa in constant stream 24 hours a day in the amount of 45,000 gallons per day.  
  
-Note:- The Company does not insure water rights, nor claims or title to water, regardless if whether or not such rights or claims are shown by the public records.
6. The terms and provisions contained in the following:

INSTRUMENT : DEED

DATED : September 30, 1987  
FILED : Land Court Document No. 1499621  
RECORDED : Liber 21190 Page 377

7. The terms and provisions contained in the following:

INSTRUMENT : DEED

DATED : September 30, 1987  
FILED : Land Court Document No. 1499622  
RECORDED : Liber 21190 Page 392

8. The terms and provisions contained in the following:

INSTRUMENT : DECLARATION, WAIVER AND TRANSFER OF ZONING RIGHTS

DATED : April 1, 2003  
FILED : Land Court Document No. 2914814  
RECORDED : Document No. 2003-067516

9. The terms and provisions contained in the following:

INSTRUMENT : WARRANTY DEED AND RESERVATION OF RIGHTS

DATED : April 1, 2003  
FILED : Land Court Document No. 2914819

10. The terms and provisions contained in the following:

INSTRUMENT : AGREEMENT RE KIAHUNA GOLF COURSE PRIVILEGES

DATED : April 4, 2003  
FILED : Land Court Document No. 2914824  
RECORDED : Document No. 2003-067523

11. The terms and provisions contained in the following:

INSTRUMENT : DECLARATION OF RESTRICTIVE COVENANTS AND AGREEMENT  
FOR GRANT OF EASEMENTS AND COOPERATION

DATED : as of March 31, 2003  
FILED : Land Court Document No. 2935815  
RECORDED : Document No. 2003-106200

12. The terms and provisions contained in the following:

INSTRUMENT : DECLARATION OF KIAHUNA MAUKA PARTNERS LLC AGREEMENT

DATED : April 11, 2003  
FILED : Land Court Document No. 2935816  
RECORDED : Document No. 2003-106201

Said Declaration was amended by instruments dated August 6, 2004, filed as Land Court Document No. 3148270, recorded as Document No. 2004-161801, and dated March 7, 2011, filed as Land Court Document No. 4085567, recorded as Document No. 2011-109262.

13. ORDER GRANTING KIAHUNA MAUKA PARTNERS, LLC'S MOTION TO AMEND OR MODIFY CONDITION NO. 9 OF DECISION AND ORDER, AS AMENDED IN AUGUST 5, 1997; AND ERICK A KNUDSEN TRUST'S MOTION TO MODIFY CONDITION NO. 9a OF DECISION AND ORDER, dated March 25, 2004, recorded as Document No. 2005-168955; re: to amend the Agricultural Land Use District Boundary into the Urban Land Use District for Approximately 457.54 acres of land situated at Poipu, Island of Kauai, State of Hawaii, TMKS Nos: 2-8-14:05, 07, 08, por. 19, 20, 21, 26-36; 2-8-15:77; 2-8-29:1-94.

(Not noted on Transfer Certificate(s) of Title referred to herein)

14. The terms and provisions contained in the following:

INSTRUMENT : DECLARATION OF RESTRICTIVE COVENANTS - KIAHUNA  
MAKAI BLOCK SUBDIVISION

DATED : December 8, 2005  
FILED : Land Court Document No. 3367026  
RECORDED : Document No. 2005-255473

15. The terms and provisions contained in the following:

INSTRUMENT : NOTICE OF COUNTY ZONING ORDINANCE

DATED : September 26, 2006  
RECORDED : Document No. 2006-178309

(Not noted on Transfer Certificate(s) of Title referred to  
herein)

16. The terms and provisions contained in the following:

INSTRUMENT : RIGHT-OF-ENTRY AGREEMENT

DATED : July 18, 2006  
FILED : Land Court Document No. 3559216  
RECORDED : Document No. 2007-026365  
PARTIES : ROBERT E. KEOWN, as Trustee of the Robert E. Keown  
Trust under unrecorded Trust Agreement dated  
February 21, 2002, etal, (Grantor), and the BOARD  
OF WATER SUPPLY, COUNTY OF KAUAI (Grantee)

17. The terms and provisions contained in the following:

INSTRUMENT : DECLARATION OF RESTRICTIVE COVENANTS PO'IPU BEACH  
ESTATES

DATED : effective of March 25, 2008  
FILED : Land Court Document No. 3730985  
RECORDED : Document No. 2008-053101

The foregoing includes, but is not limited to the grant of non-exclusive easements for irrigation water line and landscaping purposes.

18. The terms and provisions contained in the following:

INSTRUMENT : PO'IPU BEACH ESTATES DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

DATED : effective of March 25, 2008  
FILED : Land Court Document No. 3732277  
RECORDED : Document No. 2008-055201

The foregoing includes, but is not limited to the grant of non-exclusive easements for vehicular and pedestrian access and utility purposes.

Said Declaration was amended by instrument dated September 29, 2008, filed as Land Court Document No. 3794697, recorded as Document No. 2008-153551.

ASSIGNMENT OF DECLARANT'S RIGHTS PO'IPU BEACH ESTATES SUBDIVISION dated March 22, 2016, filed as Land Court Document No. T-9650208, recorded as Document No. A-59980866, assigned to PO'IPU BEACH ESTATES COMMUNITY ASSOCIATION, a Hawaii non-profit corporation.

19. The terms and provisions contained in the following:

INSTRUMENT : PO'IPU BEACH ESTATES DEED AND RESERVATION OF RIGHTS

DATED : December 22, 2009  
FILED : Land Court Document No. 3938993

20. The terms and provisions contained in the following:

INSTRUMENT : DECLARATION OF CONDOMINIUM PROPERTY REGIME FOR  
"MAKALEA CONDOMINIUM" CONDOMINIUM PROJECT

DATED : April 9, 2015  
FILED : Land Court Document No. T-9248151  
MAP : 2283 and any amendments thereto

Said Declaration was amended by instrument dated May 5, 2015,  
filed as Land Court Document No. T-9263241.

21. The terms and provisions contained in the following:

INSTRUMENT : BY-LAWS OF THE ASSOCIATION OF UNIT OWNERS

DATED : April 9, 2015  
FILED : Land Court Document No. T-9248152

22. MORTGAGE APPLIES TO UNIT 1 ONLY

MORTGAGOR : STEVEN A. HUNT, Trustee of the Steven A. Hunt  
Revocable Trust dated July 1, 1998, with full  
powers to sell, mortgage, lease or otherwise deal  
with the land, and LAUREN L. HUNT, Trustee of the  
Lauren L. Hunt Revocable Trust dated July 1, 1998,  
with full powers to sell, mortgage, lease or  
otherwise deal with the land

MORTGAGEE : KAUAI COMMUNITY FEDERAL CREDIT UNION, a federally  
chartered credit union

DATED : October 17, 2017  
FILED : Land Court Document No. T-10165229  
AMOUNT : \$369,000.00

23. MORTGAGE APPLIES TO UNIT 2 ONLY

MORTGAGOR : STEVEN A. HUNT, Trustee of the Steven A. Hunt Revocable Trust dated July 1, with full powers to sell, mortgage, lease or otherwise deal with the land, and LAUREN L. HUNT, Trustee of the Lauren L. Hunt Revocable Trust dated July 1, 1998, with full powers to sell, mortgage, lease or otherwise deal with the land

MORTGAGEE : KAUAI COMMUNITY FEDERAL CREDIT UNION, a federally chartered credit union

DATED : October 17, 2017

FILED : Land Court Document No. T-10165231

AMOUNT : \$150,000.00

#### SUMMARY OF EFFECT OF ENCUMBRANCES

The encumbrances against title to the real property which underlies this Project include those set forth in the preliminary title report obtained by the Developer and reflect documents that pertained to a parcel of land which at one time included the smaller area which became Poipu Beach Estates Subdivision. The Land referred to in the Declaration for this Project is one of the lots created as part of that subdivision. Some of the documents which are listed in the title report are no longer applicable to this Project. To the best of the Developer's information and belief, the following summary describes the effects of the encumbrances listed in the title report and numbered in this Exhibit "E" as they may continue to affect the Project.

1. Real Property Taxes are paid current.
2. This is the standard reservation of rights by the State of Hawaii as it applies to the Land on which the Project is located.
3. Makapala Ditch no longer remains and does not affect the Project.
4. This instrument does not affect the Project.
5. This Decree does not affect the Project.
6. This Deed does not affect the Project.
7. This Deed does not affect the Project.
8. This Declaration recited intentions and zoning rights that are no longer applicable and do not affect the Project.
9. This Deed includes reservation of rights which no longer apply to the Project.
10. This Agreement does not affect the Project.
11. This Declaration contains agreements pertaining to the agreement of Kiahuna Golf Course to grant easements to facilitate the development of several properties including that which became Poipu Beach Estates Subdivision. It no longer applies to the Project.
12. This Declaration contains the agreement of Kiahuna Mauka Partners LLC, which includes the developers of five residential projects around the Kiahuna Golf Course. One of the projects is Poipu Beach Estates Subdivision. This Declaration may require contributions to Kiahuna Mauka Partners LLC from the Poipu Beach Estates Community Association for maintenance costs. Ownership of a Unit in the subject Project, Makalea Condominium, implies such a potential responsibility.
13. This Order reflects conditions imposed by the Hawaii Land Use Commission for rezoning the land surrounding Kiahuna Golf Course from Agricultural use to Urban use. There are no remaining conditions which affect the Project.
14. This Declaration reflects conditions imposed by the County of Kauai for a boundary adjustment involving the land which became Poipu Beach Estates Subdivision. None of these conditions continues to affect the Project.
15. This Notice does not affect the Project.



16. This Right-of-Entry grants the Kauai County Board of Water Supply rights with regard to the construction, inspection and operation of the public water system within the Poipu Beach Estates Subdivision. It has no practical effect on the Project because all of the water system facilities are located within the subdivision roadway.
17. This Declaration was recorded as a condition to final subdivision approval for the Poipu Beach Estates Subdivision and primarily lists various easements that affect lots in the Subdivision. The easements are also described in the Subdivision Declaration of Covenants, Conditions and Restrictions noted below (No. 18)
18. This Declaration contains the covenants, conditions and restrictions applicable to all lots in the Poipu Beach Estates Subdivision, and, therefore, is applicable to the Project. A complete copy of the Declaration is attached as Exhibit "H" to the Developer's Public Report for this Project. The Declaration contains various provisions regarding the Subdivision's Community Association, assessments for Community Association costs, easements affecting lots and various and use restrictions.
19. This Deed and Reservation of Rights is the conveyance document by which the Developer acquired title to the Property underlying the Project. It contains certain reservations of rights by the Subdivision developer and other terms and conditions related to the Property.
20. This Declaration establishes the Project.
21. These Bylaws relate to the management and operation of the Project.
22. The Mortgage for the respective unit will be released prior to a sale of the Unit.

**END OF EXHIBIT "D"**