

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

CONDOMINIUM PROJECT NAME:	SPENCER PLACE
PROJECT ADDRESS:	1030A, 1030B, 1032 and 1032A Spencer Street Honolulu, HI 96822
REGISTRATION NUMBER:	6468 (Partial Conversion)
EFFECTIVE DATE OF REPORT:	April 17, 2008
MUST BE READ TOGETHER WITH DEVELOPER'S PUBLIC REPORT DATED:	November 7, 2007
DEVELOPER(S):	1030 Spencer 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 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

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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. A Second Amendment to Declaration of Condominium Property Regime of Spencer Place and Amendment to Condominium Map (As Built); Consent, Joinder and Partial Release of Mortgage dated March 14, 2008 ("Second Amendment to Declaration") was recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 2008-044015. This Second Amendment to Declaration (a) deleted two designations of Fence and Boundary Marker between Units 3 and 4 from the Declaration and from the Condominium Map and replaced them with Boundary Markers with metes and bounds on the Condominium Map, (b) deleted the designation of a Gate that previously belonged to Unit 3 from the Declaration and Condominium Map, and (c) withdrew 240 square feet of property in the Project from the condominium property regime that was reserved for road widening in the Declaration and on the Condominium Map and replaced the description of the Land in the Project with a new description of the Land less this 240 square feet.
2. Page 3 of the Developer's Public Report is replaced with the attached page 3 which amends Section 1.1 to reduce the land area to approximately 6,780 square feet, reflecting removal of approximately 240 square feet of land for dedication to the City for road widening purposes.
3. Page 5 of the Developer's Public Report is replaced with the attached page 5 which amends Section 1.12 to refer to an updated title report that reflects the changes made in the recorded Second Amendment to Declaration.
4. Page 10 to the Developer's Public Report is replaced with the attached page 10 which adds the recorded Second Amendment to Declaration to Sections 3.1 and 3.3.
5. It was originally anticipated that there would be separate electric meters for Units 3 and 4; however, there will now be a submeter for electricity installed for Units 3 and 4. Electricity charges between Units 3 and 4 will have to be read and the charges allocated among Units 3 and 4 based on usage. Page 12 to the Developer's Public Report is replaced with the attached page 12 which adds language to Section 4.4 reflecting the submetering of electricity.

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Changes continued:

6. Exhibit D, Limited Common Elements, to the Developer's Public Report is replaced with the attached revised Exhibit D that deletes the limited common elements fence and boundary markers and gate referenced in paragraph 1 above.
7. Items 6, 7 and 8 on Exhibit E to the Developer's Public Report regarding Encumbrances Against Title has been amended to add the amendments set forth in the Second Amendment to Declaration. Exhibit E to the Developer's Public Report is replaced with the attached revised Exhibit E.
8. Exhibit G to the Developer's Public Report regarding the Estimated Maintenance Fees is replaced with the attached Exhibit G and has been amended to reflect the submetering of electricity between Units 3 and 4 and the allocation of the costs of the use of electricity between those Units.

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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.

1030 SPENCER LLC

Printed Name of Developer


Duly Authorized Signatory*

April 1, 2008
Date

JEFF VANCE is a member of 1030 Spencer LLC

Printed Name & Title of Person Signing Above

Distribution:

Department of Finance, City & County of Honolulu

Planning Department, City & 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	X	Fee Simple		Leasehold (attach Leasehold Exhibit)
Developer is the Fee Owner	X	Yes		No
Fee Owner's Name if Developer is not the Fee Owner				
Address of Project	1030A, 1030B, 1032 & 1032A Spencer Street, Honolulu, Hawaii 96822			
Address of Project is expected to change because	---			
Tax Map Key (TMK)	(1) 2-4-016-025			
Tax Map Key is expected to change because	Individual CPR Units			
Land Area	Approximately 6,780 sq.ft.			
Developer's right to acquire the Property if Developer is not the Fee Owner (describe)	---			

1.2 Building and Other Improvements

Number of Buildings	2 buildings
Floors Per Building	One building has 2 floors and the other has 3 floors
Number of New Building(s)	One building that contains Units 1 and 2
Number of Converted Building(s)	One building that contains Units 3 and 4
Principal Construction Materials (concrete, wood, hollow tile, steel, glass, etc.)	Concrete, wood, hollow tile, glass

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
Unit 1	1	3/3-1/2	1,308	420/32/51	garage/entry/lanai	1,811
Unit 2	1	3/3-1/2	1,308	420/32/51	garage/entry/lanai	1,811
Unit 3	1	2/1	1,572	11	entry	1,583
Unit 4	1	1/1	591	61/84/154	laundry/entry/lanai	890
Unit 4				914	Dirt floor storage	914

See Exhibit _____. Note: all areas are in square feet.

4	Total Number of Units
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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

<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 C.</p>	
<p>Described as follows:</p>	
Common Element	Number
Elevators	0
Stairways	0
Trash Chutes	0

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 D.</p>
<p>Described as follows:</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>	
<input checked="" type="checkbox"/>	Pets: see page 18 and Bylaws Art. VI.3.j
<input type="checkbox"/>	Number of Occupants:
<input checked="" type="checkbox"/>	Other: see p.18; Bylaws Art.VI.3; Rules and Regulations; ¶ 10 of Declaration.
<input type="checkbox"/>	There are no special use restrictions:

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: March 20, 2008 (revised March 31, 2008)</p>
<p>Company that issued the title report: Title Guaranty of Hawaii, Incorporated</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.

Bureau of Conveyances	Date of Document	Document Number
Bureau	August 28, 2007	2007-160625

Amendments to Declaration of Condominium Property Regime

Land Court or Bureau of Conveyances	Date of Document	Document Number
Bureau – First Amendment to Declaration	October 3, 2007	2007-179647
Bureau – Second Amendment to Declaration	March 14, 2008	2008-044015

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.

Bureau of Conveyances	Date of Document	Document Number
Bureau	August 28, 2007	2007-160626

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	4512
Dates of Recordation of Amendments to the Condominium Map: March 14, 2008	

4. CONDOMINIUM MANAGEMENT

4.1 Management of the Common Elements

<p><u>Management of the Common Elements:</u> The Association of Unit Owners is responsible for the management of the common elements and the overall operation of the condominium project. The Association may be permitted, and in some cases may be required, to employ or retain a condominium managing agent to assist the Association in managing the condominium project.</p>	
<p>The Initial Condominium Managing Agent for this project is (check one):</p>	
<input type="checkbox"/>	Not affiliated with the Developer
<input checked="" type="checkbox"/>	None (self-managed by the Association)
<input type="checkbox"/>	The Developer or any affiliate of the Developer
<input type="checkbox"/>	Other (explain)

4.2 Estimate of the Initial Maintenance Fees

<p><u>Estimate of the Initial Maintenance Fees:</u> The Association will make assessments against your unit to provide funds for the operation and maintenance of the condominium project. If you are delinquent in paying the assessments, a lien may be placed on your unit and the unit may be sold through a foreclosure proceeding. Initial maintenance fees are difficult to estimate and tend to increase as the condominium ages. Maintenance fees may vary depending on the services provided.</p>
<p>Exhibit G contains a breakdown of the estimated annual maintenance fees and the monthly estimated maintenance fee for each unit, certified to have been based on generally accepted accounting principles, with the Developer's statement as to when a unit owner shall become obligated to start paying the unit owner's share of the common expenses.</p>

4.3 Utility Charges to be Included in the Maintenance Fee

<p>If checked, the following utilities are included in the maintenance fee:</p>	
<input type="checkbox"/>	Electricity for the common elements
<input type="checkbox"/>	Gas for the common elements
<input type="checkbox"/>	Water
<input type="checkbox"/>	Sewer
<input type="checkbox"/>	TV cable
<input type="checkbox"/>	Other (specify)

4.4 Utilities to be Separately Billed to Unit Owner

<p>If checked, the following utilities will be billed to each unit owner and are not included in the maintenance fee:</p>	
<input checked="" type="checkbox"/>	Electricity for the Unit only (Units 3 & 4 share a meter with a submeter; they will have to read the meter and submeter and allocate the charges among themselves based on electricity usage as indicated by the meter readings.)
<input type="checkbox"/>	Gas for the Unit only
<input checked="" type="checkbox"/>	Water (Units 3 & 4 share a meter with a submeter; they will have to read the meter and submeter and allocate the charges among themselves based on water usage as indicated by the meter readings.)
<input checked="" type="checkbox"/>	Sewer
<input checked="" type="checkbox"/>	TV cable
<input type="checkbox"/>	Other (specify)

EXHIBIT D

LIMITED COMMON ELEMENTS

Paragraph 6 of the Declaration designates:

“6.1 Certain parts of the common elements, herein called the "Limited Common Elements", are hereby designated and set aside for the exclusive use of each Unit, and each Unit shall have appurtenant thereto exclusive easements for the use of such limited common elements. Unless otherwise specified, all costs of every kind pertaining to each limited common element, including, but not limited to, costs of landscaping, maintenance, repair, replacement and improvement, shall be borne by the Unit to which it is appurtenant. The limited common elements so set aside and reserved are as follows:

(a) The site on which Unit 1 is located, consisting of the land beneath and immediately adjacent to Unit 1, as shown and delineated on the Condominium Map, as “Dwelling Area Unit 1”, (including the airspace above such site) is for the exclusive use and benefit of Unit 1.

(b) The site on which Unit 2 is located, consisting of the land beneath and immediately adjacent to Unit 2, as shown and delineated on the Condominium Map as “Dwelling Area Unit 2”, (including the airspace above such site) is for the exclusive use and benefit of Unit 2.

(c) The site on which the building containing Units 3 and 4 is located, consisting of the land beneath the building, as shown and delineated on the Condominium Map, is for the exclusive use and benefit of Units 3 and 4, except for the unfinished dirt floor storage area underneath the building which is for the exclusive use and benefit of Unit 4. The land immediately adjacent to Unit 3, as shown and delineated on the Condominium Map as “Dwelling Area Unit 3”, is for the exclusive use and benefit of Unit 3.

(d) The area noted as “Dwelling Area Unit 4” and the land immediately adjacent to Unit 4, as shown and delineated on the Condominium Map as "Dwelling Area Unit 4", is for the exclusive use and benefit of Unit 4.

(e) Units 3 and 4 share a sewer line lateral, as shown and delineated on the Condominium Map, as a limited common element for the exclusive use and benefit of Units 3 and 4.

(f) Each of Units 1 and 2 has a separate sewer line lateral, as shown and delineated on the Condominium Map, as limited common elements for the exclusive use and benefit of Units 1 and 2, respectively.

(g) Each of Units 1 and 2 has a separate water line, as shown and delineated on the Condominium Map, as a limited common element for the exclusive use and benefit of Units 1 and 2, respectively, with the water meters belonging to the Board of Water Supply of the City and County of Honolulu.

(h) Units 3 and 4 share a water line, as shown and delineated on the Condominium Map, as a limited common element for the exclusive use and benefit of Units 3 and 4.

(i) Each of Units 1 and 2 has the following items, as shown and delineated on the Condominium Map, as a limited common element for the exclusive use and benefit of Units 1 and 2, respectively:

- (i) Retaining Wall and Boundary Marker;
- (ii) Retaining Walls;
- (iii) CMU Wall and Boundary Marker;
- (iii) Concrete Driveway

(j) Each of Units 1 and 2 share the following items, as shown and delineated on the Condominium Map, as a limited common element for the exclusive use and benefit of Units 1 and 2:

- (i) Demising Wall and Boundary Marker between Units 1 and 2;
- (ii) Boundary Marker between Units 1 and 2;
- (iii) Fence and Boundary Marker between Units 1 and 2.

(k) Unit 1 has a Fence and Boundary Marker between Unit 1 and Units 3 and 4, and a Gate, as shown and delineated on the Condominium Map, as a limited common element for the exclusive use and benefit of Unit 1.

(l) Unit 2 has a Fence and Boundary Marker between Unit 2 and Units 3 and 4 and a Gate, as shown and delineated on the Condominium Map, as a limited common element for the exclusive use and benefit of Unit 2.

(m) Unit 3 has the following items, as shown and delineated on the Condominium Map, as a limited common element for the exclusive use and benefit of Unit 3:

- (i) ~~Fence and Boundary Marker between Units 3 and 4;~~
- (ii) a Stairway and Walkway;
- (iii) Parking Stalls C, D and E;
- (iv) ~~a Gate;~~
- (v) a water heater and piping located in Unit 4's dirt storage area underneath the building.

(n) Unit 4 has the following items, as shown and delineated on the Condominium Map, as limited common elements for the exclusive use and benefit of Unit 4:

- (i) a Rock Wall and Planter;
- (ii) Parking Stalls A and B;
- (iii) ~~Fence and Boundary Marker between Units 3 and 4.~~

(o) Any shutters, awnings, window boxes, doorsteps, stoops, porches, balconies, lanais, patios, and all exterior doors and windows or other fixtures designed to serve a single Unit but located outside the Unit's boundaries, are a limited common element for that Unit.

(p) All foundations, columns, girders, beams, floor slabs, supports, ceilings originally installed by the original developer of the Project and located within or at the perimeter of or surrounding a Unit, party and load-bearing walls and partitions (excluding the finishes thereon) and roof, all within the building in which Units 3 and 4 are located, are limited common elements for the exclusive use and benefit of Units 3 and 4.

Note: The "Dwelling Areas" herein described are not legally subdivided lots.

EXHIBIT E

ENCUMBRANCES AGAINST TITLE

1. Real Property Taxes, if any, that may be due and owing.
2. Reservation in favor of the State of Hawaii of all mineral and metallic mines.
3. Restrictive condition relative to the use of the land contained in that certain Deed dated February 1, 1923, recorded in Liber 666 at Page 327, to wit:

"That at no time, for the benefit of the premises designated as Lot 8 on said plan and the owner and/or owners of said Lot 8 or any part thereof, and their respective heirs and assigns, shall any building, improvement, structure, tree or thing be places or erected or allowed on the granted premises which shall exceed an elevation of 199 feet referred to city datum."
4. -AS TO PARCEL SECOND:- Rights of others who own undivided interest(s) in the land described herein.
5. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other matters which a correct survey or archaeological study would disclose.

6. CONSTRUCTION LOAN MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT

MORTGAGOR : 1030 SPENCER LLC, a Hawaii limited liability company
MORTGAGEE : TERRITORIAL SAVINGS BANK, a federal savings bank
DATED : effective March 23, 2007
RECORDED : Document No. 2007-057877
AMOUNT : \$1,456,700.00

ABOVE MORTGAGE AMENDED BY INSTRUMENT

DATED : March 17, 2008
RECORDED : Document No. 2008-044017
RE : change in description of premises

7. FINANCING STATEMENT

DEBTOR : 1030 SPENCER LLC, a Hawaii limited liability company
SECURED PARTY : TERRITORIAL SAVINGS BANK
RECORDED : Document No. 2007-057878
RECORDED ON : March 30, 2007

ABOVE UCC AMENDED BY INSTRUMENT

DATED : March 17, 2008
RECORDED : Document No. 2008-044017
RE : change in description of the premises

8. The terms and provisions contained in the following:

INSTRUMENT : DECLARATION OF CONDOMINIUM PROPERTY REGIME
FOR "SPENCER PLACE" CONDOMINIUM PROJECT

DATED : August 28, 2007
RECORDED : Document No. 2007-160625
MAP : 4512 and any amendments thereto

Said Declaration was amended by instruments dated October 3, 2007, recorded as Document No. 2007-179647, and dated March 14, 2008, recorded as Document No. 2008-044015—Consent given by Territorial Savings Bank by instrument dated March 17, 2008, recorded as Document No. 2008-044016.

9. The terms and provisions contained in the following:

INSTRUMENT : BY-LAWS OF THE ASSOCIATION OF APARTMENT
OWNERS

DATED : August 28, 2007
RECORDED : Document No. 2007-160626

EXHIBIT G

ESTIMATED MAINTENANCE FEES AND
DISBURSEMENTS FOR COMMON ELEMENTS

For Period April 1, 2008 to March 31, 2009
As Prepared by Developer

Estimated Annual Disbursements:

^{1/} Water/Sewer:	\$ -0-
^{1/} Electricity:	\$ -0-
^{2/} Property Casualty and Liability Insurance:	\$ -0-
Fidelity Bond:	\$ -0-
^{3/} Reserves:	\$ -0-
^{4/} Management Fee:	\$ -0-
Administrative Expenses:	\$ -0-
^{5/} Common Elements Maintenance:	\$ -0-
TOTAL ANNUAL EXPENSES	\$ -0-

Estimated Monthly Disbursements:

\$ -0-

Estimated Monthly Maintenance Fee for Each Unit:

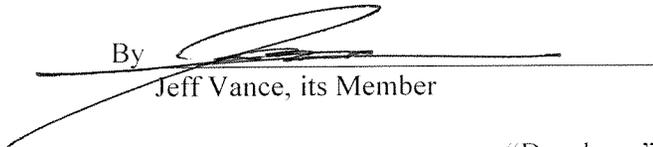
\$ -0-

- Notes: ^{1/} All utilities for Units 1 and 2 will be separately metered or submetered or otherwise charged to the individual Units, and the common elements will incur no separate utility charges. Units 3 and 4 share a water meter and an electric meter that are further submetered to capture the amount of water usage and electricity usage by Unit 3 and Unit 4, respectively. The water/sewer charge and electricity charge will be allocated between Units 3 and 4 based on the submeter and meter readings of water usage and electricity usage by each Unit.
- ^{2/} Pursuant to Paragraph 16 of the Declaration, each Unit Owner at its own cost is to obtain its own separate policy of property casualty and liability insurance, naming the Association as an additional insured. The insurance premiums will be the responsibility of individual Unit owners and not common expenses.
- ^{3/} Developer discloses that no reserve study was done in accordance with Hawaii Revised Statutes, Chapter 514B, and the replacement reserve rules, Subchapter 6, Title 16, Chapter 107, Hawaii Administrative Rules, as amended.
- ^{4/} The Project will be self managed by the Association of Unit Owners.
- ^{5/} The expenses to repair and/or maintain the common element sewer line will be shared equally among the four Unit owners when repair and/or maintenance becomes necessary.

The Developer certifies that the maintenance fees and disbursements as estimated by the Developer is based on generally accepted accounting principles.

Dated: 4/1, 2008

1030 SPENCER LLC,
a Hawaii limited liability company

By 
Jeff Vance, its Member

“Developer”