

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

CONDOMINIUM PROJECT NAME:	PAALAA ESTATES I
PROJECT ADDRESS:	66-340 Paalaa Road Haleiwa, Hawaii 96712
REGISTRATION NUMBER:	7116 (Partial Conversion)
EFFECTIVE DATE OF REPORT:	August 11, 2011
THIS AMENDMENT:	<input checked="" type="checkbox"/> Must be read together with <input checked="" type="checkbox"/> Developer's Public Report dated <u>June 2, 2011</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):	Mark Allen Woodfield

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:

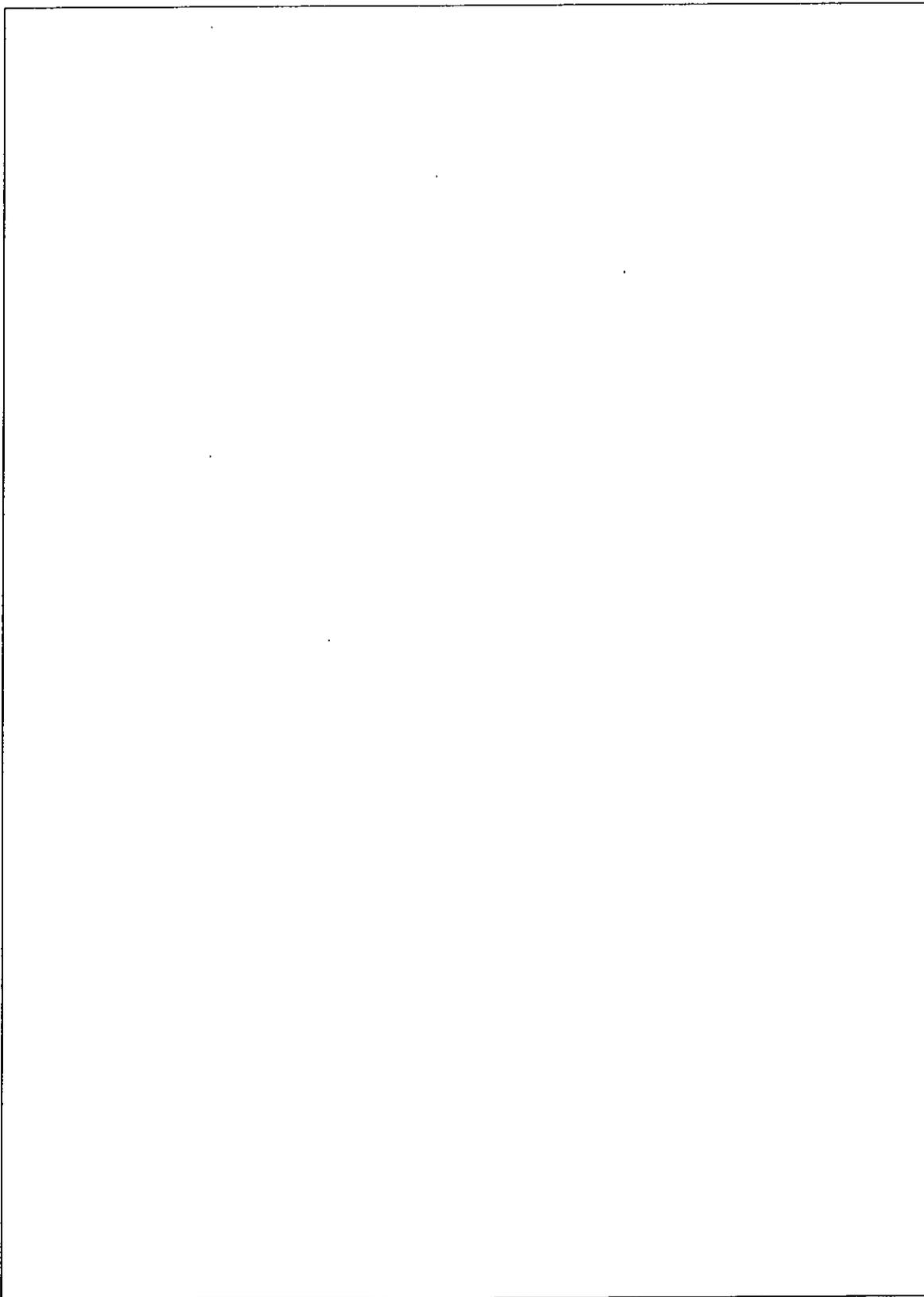
This summary contains a general description of the changes, if any, made by the developer since the last Developer's Public Report was issued an effective date. It is not necessarily all inclusive. Prospective purchasers and purchasers must read this amendment together with the last Developer's Public 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. Page 10, Section 3.1. The date and document number of an Amendment to the Declaration has been added.
2. Page (ii). A recorded copy of the Amendment to the Declaration is added as Exhibit "M".
3. The Declaration and Condominium have been amended.
 - A. Condominium Map. The Plot Plan has been replaced.
 - B. Declaration. Subparagraph 7.4 has been replaced. New subparagraphs 7.5, 7.6, 7.7, 9.6, 9.7 and 19.4 have been added.
4. New Pages 5, 18a and 18b are added.

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Changes continued:



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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 "D" _____.

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 "E" _____ describes the encumbrances against title contained in the title report described below.

Date of the title report: July 19, 2011

Company that issued the title report: Fidelity National Title & Escrow of Hawaii

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	March 23, 2011	2011-049517

Amendments to Declaration of Condominium Property Regime

Land Court or Bureau of Conveyances	Date of Document	Document Number
Bureau of Conveyances	July 21, 2011	2011-117699

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	March 23, 2011	2011-049518

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	4977
Dates of Recordation of Amendments to the Condominium Map: July 27, 2011	

Section 7.5 of the Declaration provides:

Easement A For Access & Utility Purposes In Favor of Lot 1. The Project which is located on Lot 1 (Paalaa Estates I) has a non-exclusive easement for access and utility purposes over and across a portion of the adjacent Lot 2 (Paalaa Estates II) (hereinafter, "Easement A"). Easement A (a portion of which is presently unimproved), shall not be obstructed and Unit Owners shall not permit tenants, guests or invitees of such Unit Owner or tenant or any other party to park, store or deposit vehicles, rubbish, construction materials or other items on such Easement A. The cost of construction and paving of Easement A or portion thereof, together with the cost of maintenance and repair of such Easement A and the addition of planters, fences and landscaping, if any, shall be shared equally by the owners of Lot 2 and the Association, and the Association's share of the costs and expenses for the construction, paving, repair and maintenance of Easement A, together with the addition of planters, fences and landscaping (collectively, "Improvements"), shall be treated as a common expense. The Improvements to be made within Easement A shall be agreed upon by at least three (3) Unit Owners within Paalaa Estates I and Paalaa Estates II.

Section 7.6 of the Declaration provides:

Easement A. Each of the Unit Owners shall have the right to use Easement A referred to in subparagraph 7.5 of the Declaration, subject to the following terms and conditions:

(a) Each Unit Owner shall have the right from time to time to make any and all improvements for access and utility purposes within, on or under Easement A, provided, however, (i) that such improvements shall be made in such a manner as not to unreasonably restrict on a permanent basis the access in favor of the Owner of the other Unit; and (ii) all costs to make such improvements (but not the subsequent repair, maintain and replacement thereof of any improved area) shall be paid for by the Owner making such improvement(s);

(b) All costs of the subsequent repair, maintenance and replacement of any improvement made by any Unit Owner within Easement A (including the landscaping thereof) shall be borne by the Owners as a common expense as set forth in subparagraph 7.5 above; provided, however, that (i) any such costs to repair, maintain and replace resulted from damage caused by one of the Owners of a Unit shall be paid for by

the Owner of such Unit; and (ii) after the completion of any construction, reconstruction, maintenance, operation, repair or removal work by an Owner of a Unit within Easement A, such Owner shall restore at his sole cost and expense the surface of the ground within Easement A to its original condition to the extent that such restoration is reasonably possible.

(c) Easement A shall not be used for parking or storage of vehicles, rubbish, construction materials or other items, except on an emergency or on a temporary basis, and such Easement A shall be kept in good repair and maintenance as a common expense.

Section 7.7 of the Declaration provides:

Grant of Easement for Water Meter Purposes In Favor of Lot 2. The Owner of Unit A hereby grants an easement ("Easement 2") for water meter purposes to Lot 2 which is located adjacent to the Project, and Lot 2 shall have an easement under, over and across a portion of Dwelling Area A, which is designated on the Condominium Map as "Easement 2 For Water Meter purposes In Favor of Lot 2 - area app. 280 sq.ft."

Section 9.6 of the Declaration provides:

Development Restriction. The following restriction shall apply to Unit B:

(i) No structure having a height of over eight (8) feet from ground level shall be constructed or located within twelve (12) feet from the boundary line of Easement A.

Section 9.7 of the Declaration provides:

Plantings and Foliage. No plantings, trees, or foliage higher than (15) feet above the existing grade shall be permitted on any Dwelling Area, except in a 10' wide area defined by the property line that separates the Project from Parcel 17 (TMK: (1) 6-6-016:017) and a line 10' perpendicularly offset from said property line, unless otherwise agreed upon by all four (4) Unit Owners within Paalaa Estates I and Paalaa Estates II.

W I T N E S S E T H T H A T:

WHEREAS, a condominium project named PAALAA ESTATES I (herein called "Project"), was created by a Declaration of Condominium Property Regime, herein called "Declaration", recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 2011-049517. The Declaration was entered into by Mark Allen Woodfield, unmarried (hereinafter referred to as the "Declarant" or "Developer"), as the owner of the fee simple to the property described therein and was further described on Condominium File Plan No. 4977 ("Condominium Map"); and

WHEREAS, the Project, including the land upon which it is located and all improvements thereon, consists of two units identified on the Condominium Map as Unit A and Unit B, which are still owned by the Developer; and

WHEREAS, Declarant wishes to amend the Plot Plan to reflect the location of a new easement for water meter purposes on a portion of Dwelling Area A to serve the adjacent parcel of land (Tax Map Key (1) 6-6-16-29) ("Lot 2"); and

WHEREAS, Developer also wishes to amend the Declaration to (i) replace subparagraph 7.4, and (ii) add new subparagraphs 7.5, 7.6 and 7.7, 9.6, 9.7 and 19.4.

NOW, THEREFORE, the Condominium Map and Declaration are hereby amended as follows:

CONDOMINIUM MAP.

Declarant files herewith a new Plot Plan (dated July, 2011) to reflect the location of a new water meter easement on a portion of Dwelling Area A to serve Lot 2. It is intended that the Plot Plan filed herewith is to be substituted for the Plot Plan originally filed.

DECLARATION.

I. Section 7 of the Declaration is amended as follows:

A. Subparagraph 7.4 is deleted in its entirety and is replaced by the following:

"7.4 Right to Grant Utility Easements. Declarant reserves the right to grant (including the right to convey, transfer, cancel, relocate and otherwise deal with a grant) to any

public or governmental authority rights-of-way and other easements, which are for the benefit of the Project and also for the benefit of the adjacent parcel of land (Tax Map Key (1) 6-6-016-029) so long as such easement does not materially interfere with the use nor materially impair the value of any Unit, over, across, under and through the common elements (including Limited Common Elements) for lines and other transmission facilities and appurtenances for electricity, gas, telephone, water, sewer, drainage and other public services and utilities, and rights to enter for the purpose of installing, repairing, altering and removing such lines and facilities and of trimming any trees in the way thereof. The rights reserved to Declarant in this paragraph shall continue for so long as Declarant owns any interest in any of the Units. Upon transfer of title to the last Unit in the Project to a party other than Declarant, the rights reserved to Declarant in this paragraph shall terminate as to Declarant and shall automatically vest in the Association."

II. The following subparagraphs 7.5, 7.6 and 7.7 are added as follows:

"7.5 Easement A For Access & Utility Purposes In Favor of Lot 1. The Project which is located on Lot 1 (Paalaa Estates I) has a non-exclusive easement for access and utility purposes over and across a portion of the adjacent Lot 2 (Paalaa Estates II) (hereinafter, "Easement A"). Easement A (a portion of which is presently unimproved), shall not be obstructed and Unit Owners shall not permit tenants, guests or invitees of such Unit Owner or tenant or any other party to park, store or deposit vehicles, rubbish, construction materials or other items on such Easement A. The cost of construction and paving of Easement A or portion thereof, together with the cost of maintenance and repair of such Easement A and the addition of planters, fences and landscaping, if any, shall be shared equally by the owners of Lot 2 and the Association, and the Association's share of the costs and expenses for the construction, paving, repair and maintenance of Easement A, together with the addition of planters, fences and landscaping (collectively, "Improvements"), shall be treated as a common expense. The Improvements to be made within Easement A shall be agreed upon by at least three (3) Unit Owners within Paalaa Estates I and Paalaa Estates II."

7.6 Easement A. Each of the Unit Owners shall have the right to use Easement A referred to in subparagraph 7.5 above, subject to the following terms and conditions:

(a) Each Unit Owner shall have the right from time to time to make any and all improvements for access and utility purposes within, on or under Easement A, provided, however, (i) that such improvements shall be made in such a manner as not to unreasonably restrict on a permanent basis the access in favor of the Owner of the other Unit; and (ii) all costs to make such improvements (but not the subsequent repair, maintain and replacement thereof of any improved area) shall be paid for by the Owner making such improvement(s);

(b) All costs of the subsequent repair, maintenance and replacement of any improvement made by any Unit Owner within Easement A (including the landscaping thereof) shall be borne by the Owners as a common expense as set forth in subparagraph 7.5 above; provided, however, that (i) any such costs to repair, maintain and replace resulted from damage caused by one of the Owners of a Unit shall be paid for by the Owner of such Unit; and (ii) after the completion of any construction, reconstruction, maintenance, operation, repair or removal work by an Owner of a Unit within Easement A, such Owner shall restore at his sole cost and expense the surface of the ground within Easement A to its original condition to the extent that such restoration is reasonably possible.

(c) Easement A shall not be used for parking or storage of vehicles, rubbish, construction materials or other items, except on an emergency or on a temporary basis, and such Easement A shall be kept in good repair and maintenance as a common expense.

7.7 Grant of Easement for Water Meter Purposes In Favor of Lot 2. The Owner of Unit A hereby grants an easement ("Easement 2") for water meter purposes to Lot 2 which is located adjacent to the Project, and Lot 2 shall have an easement under, over and across a portion of Dwelling Area A, which is designated on the Condominium Map as "Easement 2 For Water Meter Purposes In Favor of Lot 2 - Area App. 280 sq. ft."

III. Section 9 of the Declaration is amended by adding subparagraphs 9.6 and 9.7, as follows:

"9.6 Development Restriction. The following restriction shall apply to Unit B:

(i) No structure having a height of over eight (8) feet from ground level shall be constructed or located within twelve (12) feet from the boundary line of Easement A.

9.7 Plantings and Foliage. No plantings, trees, or foliage higher than (15) feet above the existing grade shall be permitted on any Dwelling Area, except in a 10' wide area defined by the property line that separates the Project from Parcel 17 (TMK: (1) 6-6-016:017) and a line 10' perpendicularly offset from said property line, unless otherwise agreed upon by all four (4) Unit Owners within Paalaa Estates I and Paalaa Estates II."

IV. Section 19 of the Declaration is amended by adding a new subparagraph 19.4, as follows:

"19.4 General Provisions applicable to Section 19. The following provisions shall apply to each of the paragraphs within Section 19 unless the context and usage would clearly indicate to the contrary:

(a) The rights set forth in each of the Paragraphs within Section 19 for the benefit of a Unit Owner (including without limitation, the Declarant as long as he is an Owner) (who may be referred to as "Benefitted Owner") may not be amended without the consent of such Benefitted Owner.

(b) In furtherance of the rights granted under Paragraphs 19.1 and 19.2, the Benefitted Owner shall have the right, without being required to obtain the consent or joinder of any person, including any other Unit Owner or any lien holder, or any other person who may have any interest in the Property or the Land (i) to execute and deliver (on behalf of all of the Unit Owners and their respective mortgagees, if necessary) applications, petitions, agreements and other instruments which such Benefitted Owner deems necessary or desirable (including without limitation, documents to be filed or recorded with the Department of Planning and Permitting of the City and County of Honolulu, the Recording Office, other governmental agencies, public utility companies or private parties); (ii) to deliver documents and to take such actions in connection therewith as shall be in the sole and absolute discretion of Benefitted Owner, and his delivery of such instrument or the taking of such action shall be sufficient determination; and (iii) to amend the Declaration and the Condominium Map to reflect rights of Benefitted Owner set forth in such Paragraphs.

(c) If notwithstanding that a paragraph within this Section 19 does not require the consent or joinder of an Owner, lien holder or other person having any interest in the Project ("Third Party") to the action or change by the Benefitted Owner, but the Act, County Rules, State Laws, title companies, permitting entities or public utility companies nonetheless do require the consent or joinder by the Third Party, then upon the request of the Benefitted Owner, each such Third Party hereby consents in advance to such action or change being made by the benefitted Owner and agrees to consent to and join in, as aforesaid, and to execute all instruments or documents necessary or desirable so that the Benefitted Owner may effectuate his change or otherwise do as permitted under the respective paragraph within this Section 19.

If the Third Party fails to provide such requested written joinder, consent, or take such action, as the case may be, such shall be accomplished by signature of the Benefitted Owner acting under an irrevocable power-of-attorney in favor of Benefitted Owner from each of the other Owners and Third Parties, the acquiring or acceptance of ownership in a Unit or of a lien covering a Unit or of any other interest in the Project being a grant of such power, and the grant being coupled with an interest, being irrevocable.

(d) The rights of a Benefitted Owner granted under each of the Paragraphs within Section 19 may be assigned, mortgaged or otherwise be transferred by such benefitted Owner only in connection with the assignment, mortgage or other transfer of the Unit owned by Benefitted Owner.

(e) Each and every conveyance, lease and mortgage or other lien made or created on any Unit and all common interests and other appurtenances thereto shall be subject to the provisions of each of the Paragraphs within Section 19 and any lease of a Dwelling Area shall reserve to each Owner the rights set forth in each of these paragraphs."

In all other respects, the Declaration remains the same.

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signature page follows]**

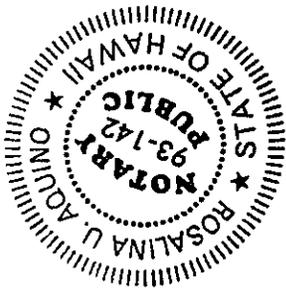
EXECUTED, on the day and year hereinabove written.

Mark Allen Woodfield
MARK ALLEN WOODFIELD

Declarant

STATE OF HAWAII)
) SS.
CITY AND COUNTY OF HONOLULU)

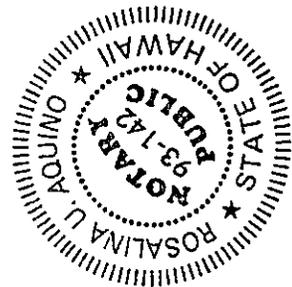
On this 21st day of July, 2011, before me personally appeared MARK ALLEN WOODFIELD, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable, in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Rosalina U. Aquino
Notary Public, above mentioned State

My Commission expires: **Rosalina U. Aquino**
My commission expires: 03/28/2013

Doc. Date: <u>7/21/2011</u>	# Pages: <u>9</u>
Name: <u>ROSALINA U. AQUINO</u>	First Circuit
Doc. Description: <u>First Amendment to Declaration of Condominium</u>	
Property Regime: <u>OF PAALAA ESTATES I</u>	
<u><i>Rosalina U. Aquino</i></u> Notary Signature	<u>7/21/2011</u> Date (Seal)
NOTARY CERTIFICATION	



VERIFIED STATEMENT OF LICENSED ARCHITECT
(PAALAA ESTATES I)

I, WILLIAM WONG, licensed architect, hereby certify that:

(a) the condominium property regime map for PAALAA ESTATES I, to which this verified statement is attached, is consistent with the plans of the condominium's building or buildings (Unit A) filed with the government official having jurisdiction over the issuance of permits for the construction of buildings in the City and County of Honolulu, the county in which the condominium property regime is located; and

(b) to the best of my knowledge, the condominium property regime map depicts the layout, location, dimensions, and numbers of the units substantially as built.

(c) pursuant to Section 18.3.1(B)(16) of the Revised Ordinances of Honolulu, it is not necessary to obtain a building permit for Unit B, which is a storage shed whose floor area does not exceed 120 square feet, and which is not used as a dwelling unit.



WILLIAM WONG
Licensed Architect No. 6724

Subscribed and sworn to before me,
this 19th day of MARCH, ~~2010~~ 2011



GIFFORD K.F. CHANG
Notary Public, State of Hawaii
My commission expires: 06/18/11

Doc. Date: <u>March 19, 2011</u>	# Pages: <u>2</u>
Name: <u>GIFFORD K.F. Chang</u>	First Circuit
Doc. Description: <u>Inspector Report</u> <u>Statement of Licensed Architect</u>	
 Notary Signature	<u>3/19/11</u> Date
(Seal) S.	
GIFFORD K.F. CHANG NOTARY CERTIFICATION	