

**DECLARATION OF HORIZONTAL  
PROPERTY REGIME  
OF  
APUSENTO GARDEN CONDOMINIUM**

TO ALL TO WHOM THESE PRESENTS MAY COME, GREETING; KNOW YE that:

**ARTICLE I**

**RECITALS**

**I. INTRODUCTION**

Apusento Garden (Guam) Inc., a Guam corporation, hereinafter referred to as "Developer", owns certain real property located in Chalan Pago, Guam, more particularly described herein, together with the Development Rights and other Special Developer Rights (as defined herein) which it may seek to mortgage or sell or both to various parties at various times, said Development Rights being allocated to certain portions of the land to be developed as Phase Two, as generally shown on attached Exhibits "D" and "E", of approximately 19,999.93 square meters;

At the time this Declaration is recorded, Developer shall not be creating the additional apartment units and other improvements for the Project in Phase Two but shall be reserving the development rights described herein to create additional apartment or multi-purpose units within the Project by amendment to this Declaration; and

Developer has further reserved the Development Rights to subdivide apartment units within the Project, enabling it to first construct and add apartment or multi-purpose buildings within the Project and other common elements and limited common elements as defined in this Declaration; and

Developer anticipates, and this Declaration is specifically designed to permit, the Development of additional improvements within the Project and the Property; and

A property administration system and a system of self-government is necessary to insure the ownership costs of the Property (as defined herein) are equitably allocated among the various parties who may own interests in the Project (including Project Rights), and that appropriate use of the Property is made;

During the period of the establishment and creation of any additional improvements, units, or limited common elements, Developer desires management and administration systems, where the estates and interests of the Successor Developers in Phase Two will be considered "Apartment Units" (as defined herein), the remaining interests and estates remaining undivided as "Common Elements" (as defined herein) and the additional units successors and developers acting as members of the "Association" under the Agreements of the condominium instruments created herein.

Developer has reserved to it certain Development Rights, more particularly described herein, whereby Developer intends to construct additional units, utilities, limited common elements, and other improvements within the Project at some time in the future. Developer has reserved to it easement and access rights and other development rights to proceed with construction with the Project and certain inconveniences to purchasers of the

apartment units in Phase I may arise because of construction such as dust, increased traffic, noise, and other problems which normally arise during the construction of any multi-unit project.

## DECLARATION

### Developer, Property and Declaration

§1.01. Apusento Garden (Guam), Inc., a Guam corporation admitted to do business in Guam, whose principal place of business Guam is P.O. Box 3280, Agana, Guam 96910 ("Developer"), hereby SUBMITS the real property described in Exhibit A (the "Property") and such additional real property as may later be annexed to the Project and become subject to the provisions of this Declaration and any amendment or supplement to the Declaration recorded in accordance with this Declaration, and all of its interest therein and the improvements to be constructed thereon (collectively, the "Project") to the horizontal property regime established by the Horizontal Property Act, (Chapter I, Title VI, Part IV, Division II, Civil Code of Guam), and does hereby ESTABLISH a horizontal property regime with respect to the property and the improvements known as APUSENTO GARDEN CONDOMINIUM and to provide for the construction of additional units and limited common elements to this Declaration and in furtherance thereof makes the following declaration (the "Declaration") as to divisions, limitations, restrictions, covenants, conditions and uses, and hereby

DECLARES and AGREES that the Property is held and shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied and improved SUBJECT to the DECLARATION, which Declaration shall constitute COVENANTS running with the land and shall be binding on and for the benefit of Developer, its respective successors and assigns, and all subsequent owners and lessees of all or any part of the Project and their respective successors, heirs, executors, administrators and assigns.

#### Description of Project

§1.02. The Project will consist of six (6) concrete apartment buildings, one (1) multi-purpose building, and adjacent parking areas to be located at the property, in accordance with the plans and specifications prepared by E.M. Chen and Associates, Inc., A.I.A., and the floor plans recorded with the Office of the Recorder, Guam, as Condominium Map No. 63, recorded under Instrument No. 458228 (the "Condominium Map"). The apartment buildings will have a total of two hundred twenty-eight (228) apartments. The multi-purpose building will have a total of Five (5) apartments with the remaining spaces within the multi-purpose building being common area. The parking areas will have a total of two hundred ninety (290) parking spaces. The apartment buildings and multi-purpose building are without basements, such buildings and the units therein being more particularly described as shown in Exhibit "B", attached hereto and incorporated herein, and as follows:

1. Plumeria Building - three (3) stories, thirty-six (36) units;
2. Hibiscus Building - three (3) stories, thirty-six (36) units;
3. Mariposa Building - three (3) stories, thirty-six (36) units;
4. Camia Building - three (3) stories, thirty-six (36) units;
5. Bouganvillea Building - four (4) stories, forty-two (42) units;
6. Gardenia Building - four (4) stories, forty-two (42) units; and
7. Multi-purpose Building C - one (1) story, five (5) units.

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1.02.01. **Description of layout.** Each floor of the apartment buildings will contain three (3) stairways, one (1) elevator, and the specified number of apartment units for each building. Each apartment building has a storage room on each floor.

1.02.02. **Construction methods.** The buildings will be of reinforced concrete construction. Their foundations will be concrete footings on engineered fill. The bearing walls will be concrete, interior partitions will feature gypsum board on steel studs. Apartment entrance doors will be decorative panel wood doors and interior doors will be hollow core wood doors. There will be aluminum frame glass sliding doors to balcony. All windows will be aluminum frame sliding glass windows.

1.02.03. **Air conditioning.** Each apartment will be air

conditioned by means of an individual split-type system which will supply cooled air to the living room, bedrooms, and kitchen; each apartment will have individual temperature controls as specified for the system provided.

1.02.04. **Building layout.** Each apartment building will have three (3) stairways leading to each of the floors, and will also be serviced by one (1) elevator.

## **ARTICLE II**

### **DIVISION AND INTERESTS**

#### **Division of Project**

§2.01. The Project is hereby divided into the separate and freehold estates set out in the following sections.

#### **Apartments**

§2.02. Two hundred thirty-three (233) freehold estates are hereby separately designated and described in the spaces within the perimeter walls, floors and ceilings of each of the two hundred thirty-three (233) apartment units, (and also spaces within the balcony area appurtenant to each residential apartment unit) which spaces (including the balconies) are defined and referred to herein as "apartments", are designated on the Condominium Map and are described as follows:

2.02.01. **Number, location and room numbers.** There are two hundred thirty-three apartment units located in the

buildings, and are numbered and described as follows:

See attached Exhibit "B"

2.02.02. **Floor plans.** The amenities and rooms in each apartment are as shown on the floor plans shown on the Condominium Map.

2.02.03. **Access.** Each of the apartments has immediate access to the corridors and entrances of the buildings, the stairways and elevator connecting the floors of such buildings, and the walkways connecting such buildings with the other buildings, the parking areas, and the street entrances adjacent to the Property.

2.02.04. **Included within apartments.** The respective apartments shall not be deemed to include the undecorated or unfinished surfaces of the perimeter walls or interior loadbearing walls, the floors and ceilings surrounding each apartment, or any pipes, wires, conduits, or other utility lines running through each apartment which are utilized for or serve more than one (1) apartment, the same being deemed common elements as provided in §2.03, *infra*. Each apartment shall be deemed to include all the walls and partitions which are not loadbearing within its perimeter walls, the inner decorated or finished surfaces of all walls, floors, and ceilings, and the built-in fixtures, including, without limitation, if any, rangehoods, hot water heaters, and unit air-conditioning systems.

### Common elements

§2.03. A freehold estate consisting of all remaining portions of the Property is hereby designated, and is referred to herein as the "common elements" which definition includes the apartment buildings, the land within the Property on which the buildings are to be located, and all elements mentioned in the Horizontal Property Act which are actually constructed on the Property, and specifically includes, but is not limited to:

2.03.01. Property. The Property in fee simple;

2.03.02. Building elements. All foundations, floor slabs, floors, piles, columns, supports, loadbearing walls, roofs, driveways, entries, corridors, stairways, and walkways of the buildings;

2.03.03. Grounds and facilities. All yards, grounds, fences, landscaping, walkways, loading areas, retaining walls, mailboxes, refuse facilities, and gates;

2.03.04. Fixtures. All pipes, cables, conduits, ducts electrical equipment, wiring, and other central and appurtenant installations over, under, and in the Project which serve more than one (1) apartment for services such as and including, power, light, water, gas, sewer, telephone, radio, and television signal transmission, if any;

2.03.05. Offices. The manager's office located in Room 108 of Building "C", (excluding his apartment, if any);

2.03.06. Parking stalls. Two hundred ninety (290) separately designated and described parking stalls, as such



stalls are hereinafter described in subsection 2.04.01, *infra.*, for the use of tenants and visitors to the Project.

2.03.07. **Other personal property.** All articles of personal property acquired for common use in the operation or maintenance of the common elements; and

2.03.08. **Other parts of Property.** All other parts of the Property existing for the common use or necessary to the existence, maintenance, and safety of the apartment buildings.

**Limited common elements**

§2.04. Certain parts of the common elements, herein called and designated "limited common elements", are hereby set aside and reserved for the exclusive use of certain apartments, and such apartment shall have appurtenant thereto an exclusive easement for the use of such limited common elements. The limited common elements so set aside and reserved are those which are rationally related only to a single floor or unit as against others on the Property, if any, to the extent of such rational relationship. In addition, certain parking stalls are appurtenant to the apartment units with the same numbers and are further described as follows:

2.04.01. **Parking stalls.** There are a total of two hundred ninety (290) parking stalls. Two hundred twenty-eight (228) separately designated and described parking stalls marked with the apartment number of the apartment to which they are assigned and appurtenant as shown in Exhibit "C" attached hereto, each having an area of one hundred eighty (180) square

feet, more or less, for the parking of motor vehicles. The remaining stalls will be reserved for visitors, office, multi-purpose building, parking, and handicap parking.

### ARTICLE III

#### COMMON INTEREST AND VOTING

##### Common interest

§3.01. Each apartment shall have appurtenant thereto an undivided interest in all common elements of the Project (herein called the "common interest") as shown in Exhibit "B" or if additional real property is annexed to the Project the common interest as shown in any Supplemental Declaration.

##### Voting and percentage in the common elements

§3.02. The common interest and the proportionate shares in the profits and common expenses of the Project shall be allocated on the basis of the percentage set out in Exhibit "A". As to the representation for voting purposes in the Association of Apartment Owners of the Project (the "Association"), the voting shall be in the same percentage. No change in the common interest shall be valid or effective unless all holders of the first mortgage liens on the apartments affected thereby shall have given their written consent.

## **ARTICLE IV**

### **EASEMENTS**

§4.01. In addition to any exclusive easements hereby established in the limited elements in the Project, the apartments and common elements shall also have and be subject to the easements set out in this Article.

#### **Common elements and easements**

§4.02. Each apartment shall have appurtenant thereto non-exclusive easements in the common elements designed for such purposes for ingress to, egress from, utility services for, and support, maintenance, and repair of such apartment; in the other common elements for use according to their respective purposes, subject always to the exclusive use of the limited common elements as provided herein; and in all other apartments and limited common elements of the building or structure for support that each such apartment is located in.

#### **Encroachments**

§4.03. If any part of the common elements encroaches upon any apartment or limited common element, a valid easement for such encroachment and the maintenance thereof, so long as it continues, shall and does exist. In the event the building shall be partially or totally destroyed and then rebuilt, minor encroachments of any parts of the common elements due to construction shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist.

### **Right of Association to enter**

§4.04. The Association shall have the right, to be exercised by its board of directors or the managing agent, to enter into each apartment and the limited common elements from time to time during reasonable hours as may be necessary for the operation of the Project or for making emergency repairs therein necessary to prevent damage to any apartments or common elements, or for the installation, repair or replacement of any common element.

## **ARTICLE V**

### **DEVELOPMENT RIGHTS AND OTHER SPECIAL DEVELOPER RIGHTS**

§5.01. Reservation of Development Rights. Developer reserves the following Developer Rights:

(a) The right to create additional apartment and multi-purpose units within the Property and convert common elements into limited common elements to such additional units located on the Property by subdividing the Development Rights on such site, said right to a particular site may be conveyed to a Successor Developer of that site;

(b) The right to subdivide additional units and limited common elements located on the Property, said right on the Property may be conveyed to the Successor Developer of that site;

(c) The right to add additional real property to the Project, said right to be reserved exclusively to the

Developer;

(d) The right to withdraw real property from the Property and the Project for the purpose of granting fee rights of way to utility companies or governmental agencies; and

(e) The right to construct underground utility lines, pipes, wires, ducts, conduits, and other facilities across the Property for the purpose of furnishing utility and other services for improvements to be constructed during Phase Two. Developer also reserves the right to grant easements to public utilities companies and to convey improvements within these easements anywhere within the common elements for the above-mentioned purposes. If Developer grants any such easements, this Declaration will be amended to include a reference to the recorded easement. This right will be held by the Developer and any Successor Developer.

## ARTICLE VI

### LIMITATION ON DEVELOPMENT RIGHTS

§6.01. The Development Rights reserved in Section 5.01 are limited as follows:

(a) The Development Rights may be exercised at anytime, but not more than ten (10) years as of the recording of this Declaration. At the termination of ten (10) years, the area designated as Phase Two reverts back to the Homeowners Association as regular common area, if Phase Two is not developed;

(b) The quality of any building's construction to be created on the Property will be consistent with the quality

of such other buildings as may exist at the time of construction;

(c) Developer affirmatively covenants that it shall not exercise Development Rights in such a way as to vary the boundaries of the Property, unless additional real property is annexed and this Declaration is amended;

§6.02. Phasing of Development Rights. No assurances are being made by Developer regarding the development of Phase Two of the Project or as to the portions of the Property where Development Rights may be exercised or the order in which such areas will be developed. The exercise of Development Rights as to some portions of the Property will not obligate Developer to exercise them as to other portions.

§6.03. Developers Easements. Developer reserves the right within the Property and the Project to perform warranty, repairs, construction work, to store materials in areas located on the Property and the Project and, in the event of the Developers exercise of its right to convert units into limited common elements, areas in the limited common elements, and the further right to control all such work and repairs, and the right to access thereto, until its completion. Developer has such an easement through the common elements and the limited common elements as may be reasonably necessary for the purpose of discharging the Developer's obligations or exercising its Development Rights, as reserved in the Declaration. Such easements includes the right to convey utility and drainage easements to public utilities, government instrumentalities,

riparian owners or upland owners. Developer reserves the right to build improvements within the common elements consistent with sound engineering practices and the kind and quality of such other improvements within the common elements as may exist at the time of construction.

Notwithstanding the previous sentence, Developer may install or build the following improvements within the common elements:

(a) Such as pipes, cables, conduits, drainage structures, wire, culverts, or other such structures as are appropriate in Developer's sole discretion for the connection of any portion of Phase Two including, without limitation, any building unit, apartment unit, multi-purpose unit, to such utility or drainage structures, including, without limitation, water mains and sewer mains, underground electrical cables, televisions cables, gas lines, telephone lines, drainage ditches, ponding basins or detention ponds as may be located on or beneath the common elements or excessible through or under the common elements;

(b) Such sidewalks, street lights, above-ground telephone lines, benches, kioskes, bus stops, newspaper and mailboxes, repositories, gates and fences not obstructing passage or general use, decorative land scape elements, or other such structures providing above-ground or below-ground utility service or safe and secure access to the Property and Project as Developer determines is appropriate to the development of Phase Two or as Developer is required to provide under the terms of

any governmental authorization permitting developing or construction upon Phase Two or any unit or building within Phase Two;

(c) Such portion of pavement, curbs, grates, road beds, and other such structures associated with driveway or roads as are necessary to connect driveways or roadways located within Phase Two and servicing the apartment units and buildings within Phase Two, and its other buildings and improvements located within Phase Two to roads constituting common elements or to public roads or highways.

§6.04. Signs and Marketing. Developer reserves the right to post signs and to place on the Property and the Project and common elements and limited common elements created after units are created within Phase Two to promote sales of units contained within Phase Two and to conduct general sales activities, in a manner as will not unreasonably disturb the rights of the apartment owners, or Successor Developers.

§6.05. Successor or Developer. A Successor Developer will be responsible for all obligations and shall have all rights of Developer with respect to Phase Two and with respect to the Project and Property.

§6.06. Special rights and obligations of Successor Developer. Each Successor Developer will indemnify and hold harmless the Developer and other Successor Developers for action taken in Phase Two which affect other apartment units within the Project. When Development Rights are conveyed to a Successor



Developer the Successor Developer will be the owner of any units created thereafter on Phase Two subject to the lien of any mortgage or security interest unless it has been released. All successor declarant will cooperate in fulfilling any and all statutory obligations imposed on declarant.

## ARTICLE VII

### TRANSFERS

#### Alteration and transfer of interests

§7.01. The common interest and easements appurtenant to each apartment shall have a permanent character except as otherwise stated herein and shall not be altered without the consent of all the apartment owners affected, expressed in an amendment to this Declaration duly recorded. The common interest and easements shall not be separated from the apartment to which they appertain and shall be deemed to be conveyed, leased, or encumbered with such apartment even though such interest or easements are not expressly mentioned or described in the conveyance or other instrument. The common elements shall remain undivided, and no right shall exist to partition or divide any part thereof except as provided by the Horizontal Property Act.

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ARTICLE VIII  
USE  
Purposes For Which The Buildings And  
Each Of The Apartments May Be Used

§8.01. The apartments within the apartment buildings shall be occupied and used for residential and rental for periods not less than thirty (30) days by the respective owners thereof, their tenants, subject to applicable zoning laws. The apartments within the multi-purpose building may be used for any lawful purpose, such as but not by way of limitations commercial, rental, restaurant, office, administrative, laundry, professionals, or such other uses.

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CARBULLIDO & PIPES  
ATTORNEYS AT LAW  
CORP. BLDG.  
FLOOR  
3 NORTH MARINE DRIVE  
UPPER TUMON, GUAM  
969H

**ARTICLE IX**  
**ASSOCIATION**

§9.01. Administration of the Project shall be vested in its Association, consisting of all apartment owners of the Project in accordance with the bylaws of the Association. The owner of any apartment upon acquiring title thereto shall automatically become a member of the Association and shall remain a member thereof until such time as his ownership of such apartment ceases for any reason, at which time his membership in the Association shall automatically cease; provided however, that to such extent and for such purposes, including the exercise of voting rights, as may be provided in a management agreement of any apartment filed with the board of directors of the Association (the "Board"), the agent appointed under such agreement shall be deemed to be the owner thereof.

**ARTICLE X**  
**ADMINISTRATION**  
**Operation of Project**

§10.01. Operation of the Project and maintenance, repair, replacement, and restoration of the common elements, and any additions and alterations thereto, shall be in accordance with the provisions of the Horizontal Property Act, this Declaration, and the Bylaws of the Association, and, specifically, but without limitation, the Association shall:

10.01.01. Maintenance of fences, etc. Make, build,

maintain, and repair all fences, sewers, drains, roads, curbs, sidewalks, and parking areas which may be required by law to be made, built, maintained, and required upon or adjoining or in connection with or for the use of the Project or any part thereof.

10.01.02. **Sanitary condition.** Keep all common elements of the project in a strictly clean, sanitary condition, and observe and perform all laws, ordinances, rules, and regulations now or hereafter made by any governmental authority for the time being applicable to the Project or the use thereof.

10.01.03. **Repair.** Well and substantially repair, maintain, amend, and keep all common elements of the Project, including, without limitation, the building therein, with all necessary reparations and amendments whatsoever, in good order and condition except as otherwise provided herein, and maintain and keep the Property and all adjacent land between any street boundary of the Project and the established curb or street line in a neat and attractive condition, and all trees, shrubs, and grass thereon in good cultivation, and replant the same as may be necessary, and repair and make good all defects in the common elements of the Project herein required to be repaired by the Association, of which notice shall be given by any owner or his agent, within ten (10) calendar days after the giving of such notice.

10.01.04. **Performance bond.** Before commencing or permitting construction of any improvement on the Project

costing in excess of Fifty Thousand Dollars (\$50,000.00), obtain a bond or certificate thereof naming as obligees collectively all apartment owners as their interests may appear, in a penal sum not less than one hundred percent (100%) of the cost of such construction, and with a corporate surety authorized to do business in Guam, which would guarantee completion of such construction free and clear of all mechanic's and materialmen's liens.

10.01.05. **Setback lines.** Observe any setback lines affecting the Project and not erect, place, or maintain any building or structure whatsoever except approved fences or walls between any boundary of the Project.

10.01.06. **Plans required.** Not erect or place on the Property any buildings or structure, including fences and walls, nor make additions or structural alterations to, or exterior changes of, any common elements of the Project, nor place or maintain thereon any signs or bills visible outside of the Project, except in accordance with plans and specifications, including a detailed plot plan, prepared by a licensed architect or registered engineer, first approved by a majority of apartment owners (or such larger percentage required by law or this Declaration), including all owners of apartments thereby directly affected, and complete any such improvements diligently after the commencement thereof.

10.01.07. **No waste.** Not make or suffer any stripping or waste or unlawful, improper, or offensive use of the Project.

10.01.08. No outside antennas. Not erect, place or maintain any television or other antennas on the apartment building visible from any point outside of the building, except for a master television for the benefit of such building.

#### Managing agent

§10.02. Operation of the Project shall be conducted by the Developer, as managing agent, for an initial one (1) year period commencing from the initial recording of this Declaration. Thereafter or until the Association forms and appoints an agent, operation of the Project shall be conducted for the Association by a responsible managing agent who shall be appointed by the Association in accordance with the Bylaws. The managing agent is hereby authorized to receive service of legal process in all cases provided in the Horizontal Property Act. The initial managing agent shall be Developer who is authorized to receive service of legal process in all cases provided in the Horizontal Property Act prior to appointment of a managing agent by the Association.

#### Common expenses

§10.03. All charges, costs, and expenses whatsoever incurred by the Association for or in connection with the administration of the Project, including, without limitation thereof, operation of the Project and maintenance, repair, replacement, and restoration of the common elements, any additions and alterations thereto, all labor, services, materials, supplies, and equipment therefor, all liability whatsoever for loss or damage arising out of or in connection

with the common elements, or any accident or fire on the common elements or any nuisance thereon, and all premiums for hazard and liability insurance herein required with respect to the Project, shall constitute common expenses of the Project, for their respective proportionate shares of which the apartment owners shall be severally liable. Special assessments and real property taxes referred to in §1292 of the Horizontal Property Act shall not be common expenses of the horizontal property regime hereby created and no payments therefor shall be payments of such common expenses. The Board shall from time to time assess the common expenses against all the apartments in their respective proportionate shares.

#### **No waiver of use of common elements**

§10.04. No apartment owner may exempt himself from liability for his contribution to the common expenses by waiver of the use or enjoyment of any of the common or limited common elements or by abandonment of his apartment.

#### **Compliance with Declaration, Bylaws and decisions**

§10.05. All apartment owners, their tenants, families, servants and guests, and any other persons who may in any manner use or occupy the Project or any part thereof, shall be bound by, and shall comply strictly with the provisions of the Declaration, the Bylaws of the Association, and all agreements, decisions, and determinations of the Association as lawfully made or amended from time to time, and failure to comply with any of the same shall be grounds for an action to recover sums

due, for damages, or injunctive relief, or both, maintainable by the managing agent or Board on behalf of the Association, or, in a proper case, by an aggrieved apartment owner. In addition, the Association shall send written notification to the mortgagee of an apartment or of an apartment lease demising the same of any default by the mortgagor of such apartment in the performance of such mortgagor's obligations hereunder, which is not cured within thirty (30) calendar days.

**Unpaid common expenses constitute lien**

§10.06. All sums assessed by the Association but unpaid for the share of the common expenses chargeable to any apartment shall constitute a lien on such apartment prior to all other liens except only (i) liens for taxes and assessments lawfully imposed by governmental authority against such apartment, and (ii) all sums secured by mortgages of record. Such lien may be foreclosed by suit by the Association or the managing agent, acting on its behalf, in like manner as a mortgage of real property; provided that thirty (30) calendar days' prior written notice of the intention to foreclose shall be mailed, postage prepaid, to all persons having an interest in such apartment as shown in the Association's record of ownership. The managing agent, acting on behalf of the Association pursuant to directions of its Board, shall have the power to bid in such apartment at foreclosure sale and to acquire, hold, lease, mortgage, and convey such apartment. Suit to recover a money judgment for unpaid common expenses shall be maintainable



without foreclosing or waiving the lien securing the same.

#### **Acquisition by foreclosure**

§10.07. Where the mortgagee of a mortgage of record or other purchaser of any apartment obtains title to such apartment or any interest therein, pursuant to the remedies provided in the mortgage, or by its foreclosure, or deed in lieu of foreclosure, such acquirer of title, his heirs, executors, successors and assigns, shall not be liable for the share of the common expense or assessments by the Association chargeable to such apartment by such acquirer. Such unpaid share of common expenses or assessment shall be deemed to be common expenses collectible from all the apartment owners including such acquirer, his heirs, executors, successors, and assigns.

### **ARTICLE XI**

#### **INSURANCE**

##### **Casualty insurance**

§11.01. The Board, on behalf of the Association, at its common expense shall keep all buildings of the Project insured against all loss or damage by fire and other hazards with extended coverage in an insurance company which has a financial rating by Best's Insurance Reports of BBB+ or better, and is authorized to do business in Guam, in amounts deemed appropriate by the Board without deduction for depreciation, payable in case of loss to the Board as trustee for all apartment owners and mortgagees according to the loss or damage to their respective

apartments and appurtenant common interest, as their interests may appear, without prejudice to the right of each apartment owner to insure his apartment for his own benefit. In every case of such loss or damage, all insurance proceeds shall be used as soon as reasonably possible by the Association for rebuilding, repairing, or otherwise reinstating the same buildings in a good and substantial manner according to the original plans and elevation thereof or such modified plans conforming to laws and ordinances then in effect as shall be first approved as herein provided, and the Association at its expense shall make up any deficiency in such insurance proceeds. Every such policy of insurance shall:

11.01.01. **No contribution.** Provide that the liability of the insurer thereunder shall not be affected by, and that the insurer shall not claim any right of set-off, counterclaim, apportionment, proration or contribution by reason of any other insurance obtained by or for any apartment owner;

11.01.02. **Increase in hazard.** Contain no provision relieving the insurer from liability for loss occurring while the hazards to such building or any of them are increased, whether or not within the knowledge or control of the Board, or because of any breach of warranty or condition or any other act or neglect by the Board or any apartment owner or any other persons under either of them;

11.01.03. **No cancellation.** Provide that such policy may not be cancelled (whether or not requested by the

Board) except by the insurer giving at least thirty (30) calendar days' prior to written notice thereof to the Board and every other person in interest who shall have requested such notice of the insurer;

11.01.04. **Waiver of subrogation.** Contain a waiver by the insurer of any right of subrogation to any right of the Board or apartment owners against any of them or any other persons under them; and

11.01.05. **Mortgage clause.** Contain a standard mortgage clause which shall:

11.01.05.01. **Mortgagees.** Provide that any reference to a mortgage in such policy shall mean and include all holders of mortgages of any apartment or apartment lease of the Project, in their respective order and preference, whether or not named therein;

11.01.05.02. **Mortgagee's interest not cancellable.** Provide that such insurance as to the interest of any mortgagee shall not be invalidated by any act or neglect of the Board or the apartment owners or any persons under any of them;

11.01.05.03. **Waiver of defaults.** Waiver any provision invalidating such mortgage clause by reason of the failure of any mortgagee to notify the insurer of any hazardous use or vacancy, any requirement that the mortgagee pay any premium thereon, and any contribution clause; and

11.01.05.04. **Proceeds payable to**

bank. Provide that, without affecting any protection afforded by such mortgage clause, any proceeds payable under such policy shall be payable to said bank or trust company designated by the Board.

#### **Liability insurance**

§11.02. The Board shall effect and maintain at all times comprehensive general liability insurance, covering all apartment owners with respect to the Project, in an insurance company which has a financial rating by Best's Insurance Reports of BBB+ or better, and is authorized to do business in Guam, with minimum limits of not less than Five Hundred Thousand Dollars (\$500,000.00) for injury to one (1) person, and One Million Dollars (\$1,000,000.00) for injury to more than one (1) person in any one (1) accident or occurrence, and Fifty Thousand Dollars (\$50,000.00) for property damage, without prejudice to the right of any apartment owners to maintain additional liability insurance for their respective apartments.

#### **Separate account for premiums**

§11.03. All premiums for insurance herein required to be obtained by the Board on behalf of the Association shall be a common expense to be paid by monthly assessments thereof, and such payments shall be held in a separate escrow account of the Association and used solely for the payment of such premiums as the same become due.

#### **Uninsured casualty**

§11.04. In case at any time or times any improvements of

the Project shall be substantially damaged or destroyed by any casualty not herein required to be insured against, whether to rebuild, repair or restore such improvements shall be determined by vote of a majority of the apartment owners. Any such approved restoration on the common elements shall be completed diligently by the Association at its common expense, and the apartment owners shall be solely responsible for any restoration of their respective apartments so damaged or destroyed.

## ARTICLE XII

### EMINENT DOMAIN

#### Condemnation

§12.01. In case at any time or times the Project or any part thereof shall be taken or condemned by any authority having the power of eminent domain, all compensation and damages for or on account of any land or any improvements of the Project shall be payable to such bank or trust company authorized to do business in Guam as the Board shall designate as trustee for all apartment owners and mortgagees affected according to the loss or damages to their respective apartments and appurtenant common interests and easements and shall be used promptly by the Board to the extent necessary for restoring or replacing such improvements on the remaining land according to plans therefor first approved as herein provided, unless the Association by a vote of not less than a majority of the apartment owners, determines within a reasonable time after such taking or

condemnation that such restoration or replacement is impracticable in the circumstances, in which event the Board, on behalf of the Association and at the Association's common expense shall remove all remains of such improvements so taken or condemned and restore the site thereof to good orderly condition and even grade, and shall equitably distribute the remaining proceeds from such condemnation or taking to the apartment owners and mortgages affected thereby according to the loss or damage to their respective apartments and appurtenant common interests and easements.

#### ARTICLE XIII

#### ALTERATION AND MAINTENANCE

##### Alteration of Project

§13.01. Restoration or replacement of the Project or any building thereof, or construction of any additional building or structural alterations or additions to any building, different in any material respect from the Condominium Map, shall be undertaken by the Association or any apartment owner only pursuant to an amendment of this Declaration, duly executed by or pursuant to vote of all the apartment owners and accompanied by the written consent of the holders of all liens affecting any of the apartments, and in accordance with complete plans and specifications therefor first approved in writing by the Board, and promptly upon completion of such restoration, replacement, or construction, the Association shall duly record such

amendment in the Office of the Recorder, Guam, together with a complete set of floor plans of the Project as so altered, certified as built by a registered architect or professional engineer.

#### **Certain work prohibited**

§13.02. No apartment owner shall do any work which would jeopardize the soundness or safety of the Project, reduce the value thereof, violate the uniform external appearance of the apartment building, or impair any easement or hereditament, nor may any apartment owner add any material structure without in every such case the unanimous consent of all the other apartment owners being first obtained; provided, however, that additions to or alterations of an apartment made within such apartment or within a limited common element appurtenant to and for the exclusive use of the apartment shall require approval only by the Board.

#### **Maintenance reserve fund**

§13.03. The Board shall establish and maintain a maintenance reserve fund by the assessment of and payment by all the apartment owners in equal yearly installments of their respective proportionate shares of such reasonable annual amount as the Board may estimate as adequate to cover each apartment owner's obligations to provide for utilities, insurance, maintenance and repair of the common elements, and other expenses of administration of the Project, which shall be deemed conclusively to be a common expense of the Project. The Board

may include reserves for contingencies in such assessments, and such assessment may from time to time be increased or reduced at the discretion of the Board. The proportionate interest of each apartment owner in said fund cannot be withdrawn or separately assigned but shall be deemed to be transferred with such apartment even though not expressly mentioned or described in the conveyance thereof. In case the horizontal property regime hereby created shall be terminated or reconstituted, said fund remaining after full payment of all common expenses of the Association shall be distributed to all apartment owners of any apartments then reconstituted as a new horizontal property regime.

#### **ARTICLE XIV**

#### **MISCELLANEOUS**

##### **Amendment of Declaration**

§14.01. Except as otherwise provided herein or in the Horizontal Property Act, this Declaration may be amended by a vote of the owners of apartments to which are appurtenant not less than sixty-seven percent (67%) of the common interest effective only upon the recording of an instrument setting forth such amendment and vote duly executed by such owners or by the proper officers of the Association; provided, however, that Developer reserves the right to amend this Declaration without the consent or joinder of persons then owning or leasing the apartments by filing an amendment or supplement to this Declaration pursuant to the provisions of §1282 of the



Horizontal Property Act, after completion of the buildings described herein by attaching to such amendment a verified statement of a registered architect or professional engineer certifying that the final plans theretofore filed or being filed simultaneously with such amendment fully and accurately depict the layout, location, apartment numbers and dimensions of the apartments as built. In Phase Two of the Project, Developer reserves the right to amend or supplement this Declaration without the consent or joinder of persons then owning or leasing the apartments by filing an amendment or supplement to this Declaration pursuant to the provisions of Section 1282 of the Horizontal Property Act, with such instrument making appropriate reference to this Declaration and its amendments. Provisions in this Declaration creating Development Rights may not be amended without the consent of the Developer or Successor Developers.

#### **Definitions**

§14.02. The terms "majority" or "majority of apartment owners" herein means the owners of apartments to which are appurtenant more than fifty percent (50%) of the common interest, and "any specified percentage of the apartment owners" means the owners of apartments to which are appurtenant such percentages of the common interest.

#### **Annexation of Additional Property and/or**

#### **Construction of Additional Units in**

#### **Multi-phase Project**

§14.03. Other real property subsequently identified by

declarant may be annexed to the Project and made subject to this Declaration at the written election of the Declarant (or by the successors entitled to such real property) made at any time and from time to time within three (3) years following the original issuance of a Final Public Report by the Territorial Planning Commission, Government of Guam, for the most recent phase of the project. The Developer may also subsequently construct additional apartment units on the property submitted under this Declaration at the written election of the Declarant (or by the successors entitled to such real property). Such election shall be made by the recording of a Supplement to this Declaration (the "Supplement"). The Supplement shall describe the real property to be annexed and/or the additional units to be constructed, shall state that it is being effected pursuant to the terms of this Declaration for the purpose of annexing the property and/or constructing the additional units described in the Supplement to the Declaration. Any Supplement recorded in accordance with the terms of this Section shall be conclusive in favor of all persons who relied on it in good faith. Upon recording the Supplement in accordance with the provisions of this Declaration, the real property and/or the additional apartment units to be constructed and described in the Supplement shall be part of the Project and subject to the provisions of this Declaration and for the rights and powers of the Association pursuant to the terms of this Declaration, the Articles, and the Bylaws, and thereafter all of the Owners of

apartments constituting a portion of the annexed real property and/or additional apartment units to be constructed shall automatically be members of the Association, with voting rights commencing on the date regular assessments commence. Regular and special assessments with respect to the annexed real property and/or the additional apartment units to be constructed shall commence at the time and to the extent described herein, and the assessment ratios described in Section 8.03 and elsewhere herein shall be modified to take into account the greater number of apartments in the Project, using the same method of calculating such ratios as used by Declarant in preparing the Declaration. Declarant in such Supplement shall expressly reserve for the benefit of all property that may from time to time be covered by this Declaration reciprocal easements of use, enjoyment, access, ingress and egress. Such easements may be used by Declarant, its successors, purchasers, and all owners of apartments, their guests, tenants and invitees, for sidewalks, walkways, vehicular access, and such other purposes reasonably necessary to the use and enjoyment of all apartments in the Project. The Supplement may contain complimentary additions, amendments, and modifications to this Declaration necessary to reflect the different character, if any, of the real property being annexed, which are not inconsistent with the general scheme of this Declaration, or which are required by any institutional first-mortgagee to make apartments in the Project eligible for Mortgage purchase, guaranty, or insurance as

described herein. Notwithstanding the foregoing, unless approved by the Territorial Land Use Commission, no Supplement may (i) cause a substantial increase in the Common Area costs and expenses then being borne by the owners that was not disclosed in the Final Public Report for the phase of the Project in which an owner purchased his apartment; or (ii) otherwise materially adversely affect the rights of owners without the prior affirmative vote or written consent of at least sixty-seven percent (67%) of the apartment owners entitled to vote or their mortgagees.

#### **Latent defects**

§14.04. Developer agrees to take no action which would adversely affect the rights of the Association or the apartment owners with respect to assurances against latent defects in the Property or other rights assigned to the Association by reason of the establishment of this horizontal property regime.

#### **Severability**

§14.05. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one (1) provision or portion hereby shall not affect the validity or enforceability of any other provision hereof.

#### **Captions**

§14.06. The captions to this Declaration and of its index are inserted only as a matter of convenience and for reference

and in no way define, limit, or describe the scope of this Declaration or the intent of any provision hereof.

**Law controlling**

§14.07. This Declaration, the Condominium Map, and the Bylaws shall be construed and controlled by and under the laws of Guam.

**Effective date**

§14.08. This Declaration shall take effect when recorded.

**Execution**

IN WITNESS WHEREOF, the parties have executed these presents this 23rd day of July, 1991.

APUSENTO GARDEN (GUAM), INC.

(SEAL)

By:

PETE ICHIRO MIZUSHIMA, duly  
authorized representative

ATTEST:

Emiko Horiuchi

, Secretary

TERRITORY OF GUAM, )

) ss:

CITY OF AGANA. )

On this 23rd day of July, 1991, before me, a Notary Public in and for the territory of Guam, personally appeared President, known to me to be the duly authorized representative of APUSENTO GARDEN (GUAM), INC., and the person who executed the within instrument on behalf of the corporation therein named, and he acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Catherine D. C. Borja

CATHERINE D.C. BORJA  
NOTARY PUBLIC

(003\Apusento\2007-01)

- 37 - In and for the Territory of Guam U.S.A.  
My Commission Expires: January 15, 1995

EXHIBIT "A"

Lot Number 3381-9NEW NEW, Sinajana, Guam, Estate No. 62734, Suburban, as said lot is marked and Designated on Map Drawing No. L-1048, dated January 11, 1990 and recorded on January 16, 1990 in the Department of Land Management, Government of Guam, under Instrument No. 428353.

Area: 70,401.15 square meters.

Last Certificate of Title No.: 86001.

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EXHIBIT "B"

I. PLUMERIA BUILDING

A. First Floor

<u>Apt.No.</u>	<u>Bedrooms</u>	<u>Sq.Ft.</u>	<u>Undivided Interest</u>
P101	3	1224.58	0.512%
P102	1	702.38	0.293%
P103	2	1060.25	0.443%
P104	2	1060.25	0.443%
P105	2	1060.25	0.443%
P106	2	1060.25	0.443%
P107	2	1060.25	0.443%
P108	2	1060.25	0.443%
P109	2	1060.25	0.443%
P110	2	1060.25	0.443%
P111	1	702.38	0.293%
P112	3	1224.58	0.512%

B. Second Floor

<u>Apt.No.</u>	<u>Bedrooms</u>	<u>Sq.Ft.</u>	<u>Undivided Interest</u>
P201	3	1224.58	0.512%
P202	1	702.38	0.293%
P203	2	1060.25	0.443%
P204	2	1060.25	0.443%
P205	2	1060.25	0.443%
P206	2	1060.25	0.443%
P207	2	1060.25	0.443%
P208	2	1060.25	0.443%
P209	2	1060.25	0.443%
P210	2	1060.25	0.443%
P211	1	702.38	0.293%
P212	3	1224.58	0.512%

C. Third Floor

<u>Apt.No.</u>	<u>Bedrooms</u>	<u>Sq.Ft.</u>	<u>Undivided Interest</u>
P301	3	1224.58	0.512%
P302	1	702.38	0.293%
P303	2	1060.25	0.443%
P304	2	1060.25	0.443%
P305	2	1060.25	0.443%
P306	2	1060.25	0.443%
P307	2	1060.25	0.443%
P308	2	1060.25	0.443%

P309	2	1060.25	0.443%
P310	2	1060.25	0.443%
P311	1	702.38	0.293%
P312	3	1224.58	0.512%

## II. HIBISCUS BUILDING

### A. First Floor

<u>Apt.No.</u>	<u>Bedrooms</u>	<u>Sq.Ft.</u>	<u>Undivided Interest</u>
H101	3	1224.58	0.512%
H102	1	702.38	0.293%
H103	2	1060.25	0.443%
H104	2	1060.25	0.443%
H105	2	1060.25	0.443%
H106	2	1060.25	0.443%
H107	2	1060.25	0.443%
H108	2	1060.25	0.443%
H109	2	1060.25	0.443%
H110	2	1060.25	0.443%
H111	1	702.38	0.293%
H112	3	1224.58	0.512%

### B. Second Floor

<u>Apt.No.</u>	<u>Bedrooms</u>	<u>Sq.Ft.</u>	<u>Undivided Interest</u>
H201	3	1224.58	0.512%
H202	1	702.38	0.293%
H203	2	1060.25	0.443%
H204	2	1060.25	0.443%
H205	2	1060.25	0.443%
H206	2	1060.25	0.443%
H207	2	1060.25	0.443%
H208	2	1060.25	0.443%
H209	2	1060.25	0.443%
H210	2	1060.25	0.443%
H211	1	702.38	0.293%
H212	3	1224.58	0.512%

### C. Third Floor

<u>Apt.No.</u>	<u>Bedrooms</u>	<u>Sq.Ft.</u>	<u>Undivided Interest</u>
H301	3	1224.58	0.512%



H302	1	702.38	0.293%
H303	2	1060.25	0.443%
H304	2	1060.25	0.443%
H305	2	1060.25	0.443%
H306	2	1060.25	0.443%
H307	2	1060.25	0.443%
H308	2	1060.25	0.443%
H309	2	1060.25	0.443%
H310	2	1060.25	0.443%
H311	1	702.38	0.293%
H312	3	1224.58	0.512%

### III. MARIPOSA BUILDING

#### A. First Floor

<u>Apt.No.</u>	<u>Bedrooms</u>	<u>Sq.Ft.</u>	<u>Undivided Interest</u>
M101	3	1224.58	0.512%
M102	1	702.38	0.293%
M103	2	1060.25	0.443%
M104	2	1060.25	0.443%
M105	2	1060.25	0.443%
M106	2	1060.25	0.443%
M107	2	1060.25	0.443%
M108	2	1060.25	0.443%
M109	2	1060.25	0.443%
M110	2	1060.25	0.443%
M111	1	702.38	0.293%
M112	3	1224.58	0.512%

#### B. Second Floor

<u>Apt.No.</u>	<u>Bedrooms</u>	<u>Sq.Ft.</u>	<u>Undivided Interest</u>
M201	3	1224.58	0.512%
M202	1	702.38	0.293%
M203	2	1060.25	0.443%
M204	2	1060.25	0.443%
M205	2	1060.25	0.443%
M206	2	1060.25	0.443%
M207	2	1060.25	0.443%
M208	2	1060.25	0.443%
M209	2	1060.25	0.443%
M210	2	1060.25	0.443%
M211	1	702.38	0.293%
M212	3	1224.58	0.512%

### C. Third Floor

<u>Apt.No.</u>	<u>Bedrooms</u>	<u>Sq.Ft.</u>	<u>Undivided Interest</u>
M301	3	1224.58	0.512%
M302	1	702.38	0.293%
M303	2	1060.25	0.443%
M304	2	1060.25	0.443%
M305	2	1060.25	0.443%
M306	2	1060.25	0.443%
M307	2	1060.25	0.443%
M308	2	1060.25	0.443%
M309	2	1060.25	0.443%
M310	2	1060.25	0.443%
M311	1	702.38	0.293%
M312	3	1224.58	0.512%

## IV. CAMIA BUILDING

### A. First Floor

<u>Apt.No.</u>	<u>Bedrooms</u>	<u>Sq.Ft.</u>	<u>Undivided Interest</u>
C101	3	1224.58	0.512%
C102	1	702.38	0.293%
C103	2	1060.25	0.443%
C104	2	1060.25	0.443%
C105	2	1060.25	0.443%
C106	2	1060.25	0.443%
C107	2	1060.25	0.443%
C108	2	1060.25	0.443%
C109	2	1060.25	0.443%
C110	2	1060.25	0.443%
C111	1	702.38	0.293%
C112	3	1224.58	0.512%

### B. Second Floor

<u>Apt.No.</u>	<u>Bedrooms</u>	<u>Sq.Ft.</u>	<u>Undivided Interest</u>
C201	3	1224.58	0.512%
C202	1	702.38	0.293%
C203	2	1060.25	0.443%
C204	2	1060.25	0.443%
C205	2	1060.25	0.443%
C206	2	1060.25	0.443%
C207	2	1060.25	0.443%

C208	2	1060.25	0.443%
C209	2	1060.25	0.443%
C210	2	1060.25	0.443%
C211	1	702.38	0.293%
C212	3	1224.58	0.512%

C. Third Floor

<u>Apt.No.</u>	<u>Bedrooms</u>	<u>Sq.Ft.</u>	<u>Undivided Interest</u>
C301	3	1224.58	0.512%
C302	1	702.38	0.293%
C303	2	1060.25	0.443%
C304	2	1060.25	0.443%
C305	2	1060.25	0.443%
C306	2	1060.25	0.443%
C307	2	1060.25	0.443%
C308	2	1060.25	0.443%
C309	2	1060.25	0.443%
C310	2	1060.25	0.443%
C311	1	702.38	0.293%
C312	3	1224.58	0.512%

V. BOUGANVILLEA BUILDING

A. First Floor

<u>Apt.No.</u>	<u>Bedrooms</u>	<u>Sq.Ft.</u>	<u>Undivided Interest</u>
B107	2	1060.25	0.443%
B108	2	1060.25	0.443%
B109	2	1060.25	0.443%
B110	2	1060.25	0.443%
B111	1	702.38	0.293%
B112	3	1224.58	0.512%

B. Second Floor

<u>Apt.No.</u>	<u>Bedrooms</u>	<u>Sq.Ft.</u>	<u>Undivided Interest</u>
B201	3	1224.58	0.512%
B202	1	702.38	0.293%
B203	2	1060.25	0.443%
B204	2	1060.25	0.443%

B205	2	1060.25	0.443%
B206	2	1060.25	0.443%
B207	2	1060.25	0.443%
B208	2	1060.25	0.443%
B209	2	1060.25	0.443%
B210	2	1060.25	0.443%
B211	1	702.38	0.293%
B212	3	1224.58	0.512%

C. Third Floor

<u>Apt.No.</u>	<u>Bedrooms</u>	<u>Sq.Ft.</u>	<u>Undivided Interest</u>
B301	3	1224.58	0.512%
B302	1	702.38	0.293%
B303	2	1060.25	0.443%
B304	2	1060.25	0.443%
B305	2	1060.25	0.443%
B306	2	1060.25	0.443%
B307	2	1060.25	0.443%
B308	2	1060.25	0.443%
B309	2	1060.25	0.443%
B310	2	1060.25	0.443%
B311	1	702.38	0.293%
B312	3	1224.58	0.512%

D. Fourth Floor

<u>Apt.No.</u>	<u>Bedrooms</u>	<u>Sq.Ft.</u>	<u>Undivided Interest</u>
B401	3	1224.58	0.512%
B402	1	702.38	0.293%
B403	2	1060.25	0.443%
B404	2	1060.25	0.443%
B405	2	1060.25	0.443%
B406	2	1060.25	0.443%
B407	2	1060.25	0.443%
B408	2	1060.25	0.443%
B409	2	1060.25	0.443%
B410	2	1060.25	0.443%
B411	1	702.38	0.293%
B412	3	1224.58	0.512%

## VI. GARDENIA BUILDING

### A. First Floor

<u>Apt.No.</u>	<u>Bedrooms</u>	<u>Sq.Ft.</u>	<u>Undivided Interest</u>
G107	2	1060.25	0.443%
G108	2	1060.25	0.443%
G109	2	1060.25	0.443%
G110	2	1060.25	0.443%
G111	1	702.38	0.293%
G112	3	1224.58	0.512%

### B. Second Floor

<u>Apt.No.</u>	<u>Bedrooms</u>	<u>Sq.Ft.</u>	<u>Undivided Interest</u>
G201	3	1224.58	0.512%
G202	1	702.38	0.293%
G203	2	1060.25	0.443%
G204	2	1060.25	0.443%
G205	2	1060.25	0.443%
G206	2	1060.25	0.443%
G207	2	1060.25	0.443%
G208	2	1060.25	0.443%
G209	2	1060.25	0.443%
G210	2	1060.25	0.443%
G211	1	702.38	0.293%
G212	3	1224.58	0.512%

### C. Third Floor

<u>Apt.No.</u>	<u>Bedrooms</u>	<u>Sq.Ft.</u>	<u>Undivided Interest</u>
G301	3	1224.58	0.512%
G302	1	702.38	0.293%
G303	2	1060.25	0.443%
G304	2	1060.25	0.443%
G305	2	1060.25	0.443%
G306	2	1060.25	0.443%
G307	2	1060.25	0.443%
G308	2	1060.25	0.443%
G309	2	1060.25	0.443%
G310	2	1060.25	0.443%
G311	1	702.38	0.293%
G312	3	1224.58	0.512%

D. Fourth Floor

<u>Apt.No.</u>	<u>Bedrooms</u>	<u>Sq.Ft.</u>	<u>Undivided Interest</u>
G401	3	1224.58	0.512%
G402	1	702.38	0.293%
G403	2	1060.25	0.443%
G404	2	1060.25	0.443%
G405	2	1060.25	0.443%
G406	2	1060.25	0.443%
G407	2	1060.25	0.443%
G408	2	1060.25	0.443%
G409	2	1060.25	0.443%
G410	2	1060.25	0.443%
G411	1	702.38	0.293%
G412	3	1224.58	0.512%

VII. MULTI-PURPOSE BUILDING

<u>Apt.No.</u>	<u>Sq.Ft.</u>	<u>Undivided Interest</u>
101	770	0.322%
102	770	0.322%
103	1100	0.460%
104	1540	0.643%
105	770	0.322%

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P307	145
P308	148
P309	151
P310	154
P311	157
P312	1601

## II. HIBISCUS BUILDING

### A. First Floor

<u>Apt.No.</u>	<u>Parking Space</u>
H101	83
H102	86
H103	89
H104	92
H105	95
H106	98
H107	103
H108	106
H109	107
H110	112
H111	115
H112	119

### B. Second Floor

<u>Apt.No.</u>	<u>Parking Space</u>
H201	84
H202	87
H203	90
H204	93
H205	96
H206	99
H207	104
H208	107
H209	110
H210	113
H211	116
H212	120

C. Third Floor

<u>Apt.No.</u>	<u>Parking Space</u>
H301	85
H302	88
H303	91
H304	94
H305	97
H306	100
H307	105
H308	108
H309	111
H310	114
H311	117
H312	121

III. MARIPOSA BUILDING

A. First Floor

<u>Apt.No.</u>	<u>Parking Space</u>
M101	43
M102	46
M103	50
M104	53
M105	56
M106	59
M107	65
M108	68
M109	71
M110	74
M111	77
M112	80

B. Second Floor

<u>Apt.No.</u>	<u>Parking Space</u>
M201	44
M202	48
M203	51



M204	54
M205	57
M206	60
M207	66
M208	69
M209	72
M210	75
M211	78
M212	81

C. Third Floor

<u>Apt.No.</u>	<u>Parking Space</u>
M301	45
M302	49
M303	52
M304	55
M305	58
M306	61
M307	67
M308	70
M309	73
M310	76
M311	79
M312	82

IV. CAMIA BUILDING

A. First Floor

<u>Apt.No.</u>	<u>Parking Space</u>
C101	4
C102	7
C103	10
C104	13
C105	16
C106	19
C107	24
C108	27
C109	30
C110	33
C111	36
C112	40

B. Second Floor

<u>Apt.No.</u>	<u>Parking Space</u>
C201	5
C202	8
C203	11
C204	14
C205	17
C206	20
C207	25
C208	28
C209	31
C210	34
C211	37
C212	41

C. Third Floor

<u>Apt.No.</u>	<u>Parking Space</u>
C301	6
C302	9
C303	12
C304	15
C305	18
C306	21
C307	26
C308	29
C309	32
C310	35
C311	39
C312	42

V. BOUGANVILLEA BUILDING

A. First Floor

<u>Apt.No.</u>	<u>Parking Space</u>
B107	223
B108	219

B109	215
B110	211
B111	207
B112	203

B. Second Floor

<u>Apt.No.</u>	<u>Parking Space</u>
B201	242
B202	237
B203	236
B204	233
B205	233
B206	227
B207	224
B208	220
B209	216
B210	212
B211	208
B212	204

C. Third Floor

<u>Apt.No.</u>	<u>Parking Space</u>
B301	243
B302	240
B303	237
B304	234
B305	228
B306	225
B307	224
B308	221
B309	217
B310	213
B311	209
B312	205

D. Fourth Floor

<u>Apt.No.</u>	<u>Parking Space</u>
B401	242
B402	241
B403	238
B404	235
B405	232
B406	229
B407	226
B408	222
B409	218
B410	214
B411	210
B412	206

VI. GARDENIA BUILDING

A. First Floor

<u>Apt.No.</u>	<u>Parking Space</u>
107	181
108	177
109	173
110	169
111	165
112	161

B. Second Floor

<u>Apt.No.</u>	<u>Parking Space</u>
201	200
202	197
203	196
204	191
205	188
206	185
207	182
208	178
209	174
210	170
211	166
212	162

C. Third Floor

<u>Apt.No.</u>	<u>Parking Space</u>
G301	201
G302	198
G303	195
G304	192
G305	189
G306	186
G307	183
G308	179
G309	175
G310	171
G311	167
G312	163

D. Fourth Floor

<u>Apt.No.</u>	<u>Parking Space</u>
G401	202
G402	199
G403	196
G404	173
G405	190
G406	187
G407	184
G408	180
G409	176
G410	172
G411	168
G412	164

VII. BUILDING "C" - COMMERCIAL BUILDING

Parking spaces 244 through 306 are reserved for the use of the owners of units in Building "C", their tenants and customers, and the general public.

(00018\Apusento)

EXHIBIT "C"

I. PLUMERIA BUILDING

A. First Floor

<u>Apt.No.</u>	<u>Parking Space</u>
P101	122
P102	126
P103	127
P104	132
P105	135
P106	138
P107	143
P108	146
P109	149
P110	152
P111	155
P112	158

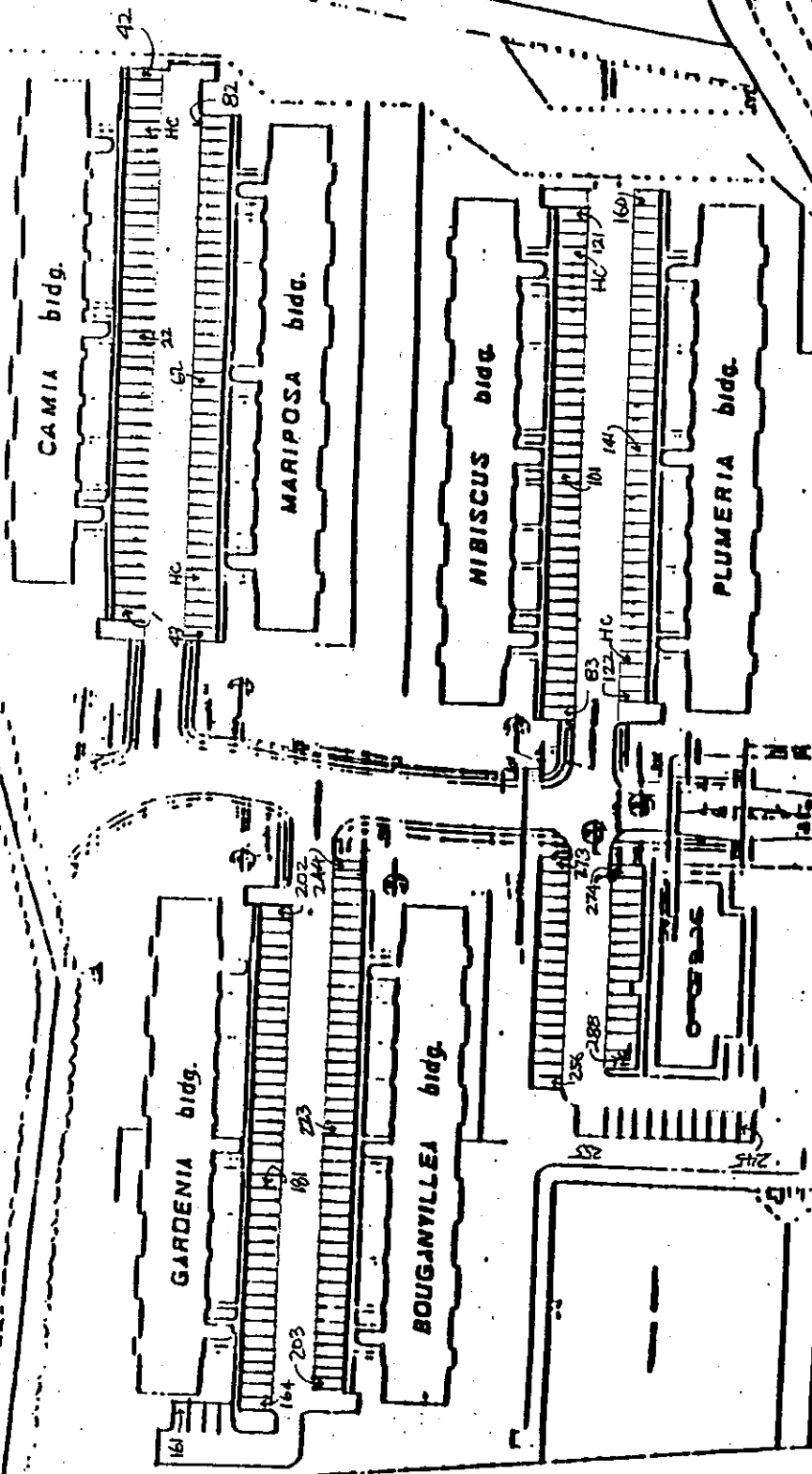
B. Second Floor

<u>Apt.No.</u>	<u>Parking Space</u>
P201	123
P202	127
P203	130
P204	133
P205	136
P206	139
P207	144
P208	147
P209	150
P210	153
P211	156
P212	159

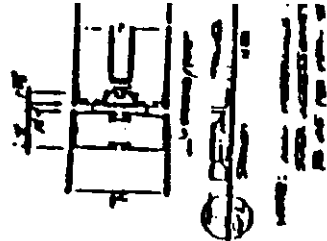
C. Third Floor

<u>Apt.No.</u>	<u>Parking Spaces</u>
P301	124
P302	128
P303	131
P304	134
P305	137
P306	140

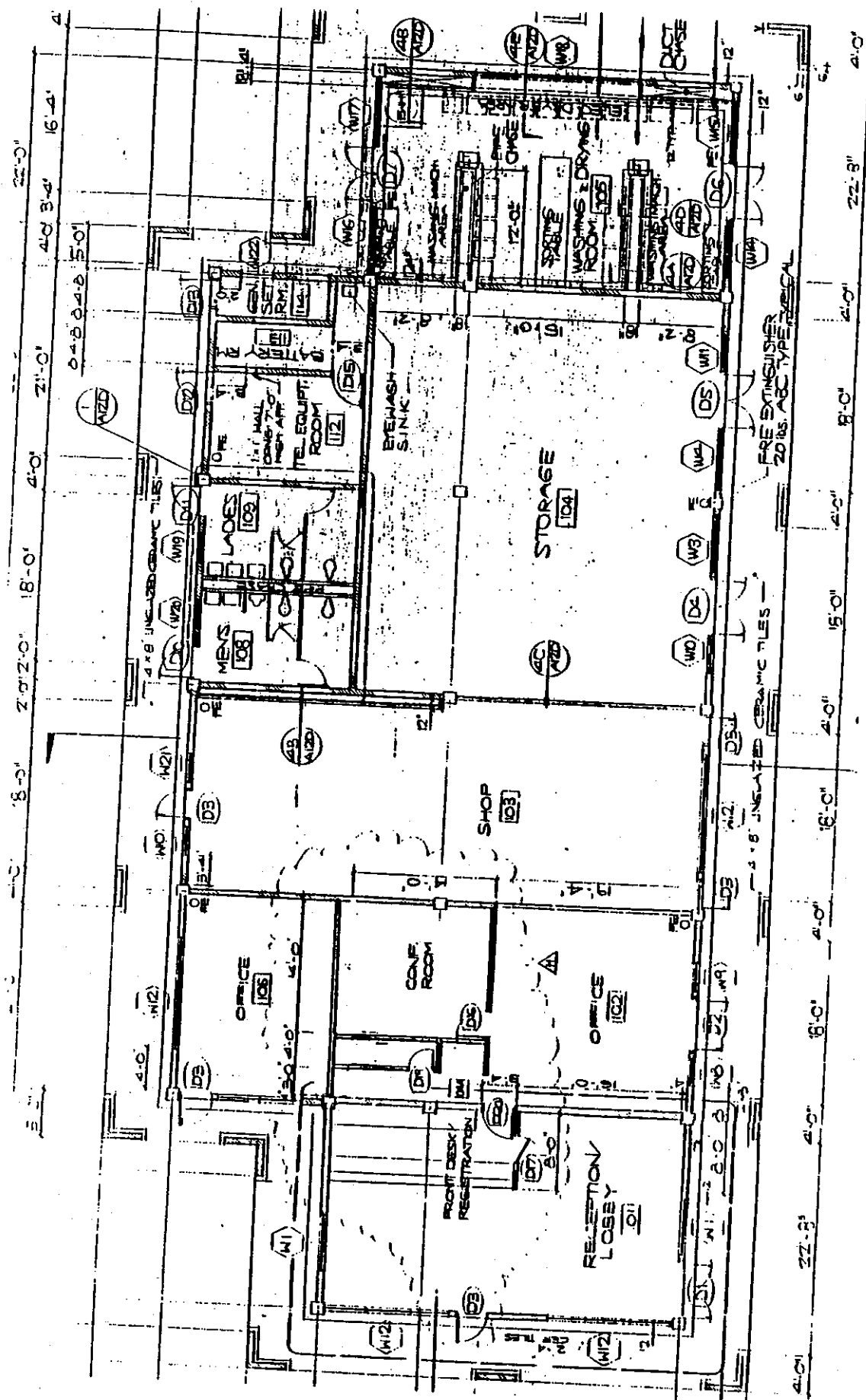
**EXHIBIT D**



MASTER-PLAN





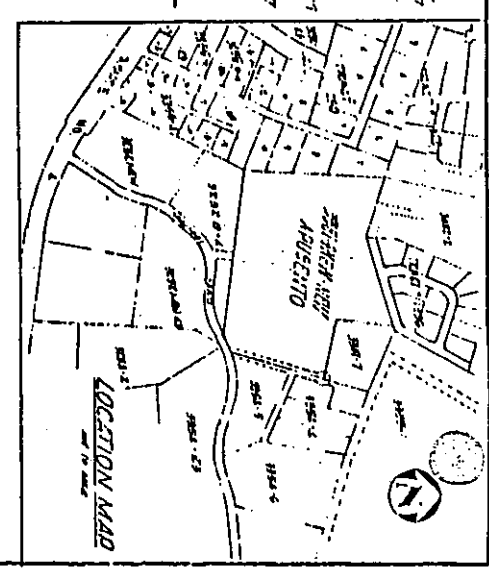
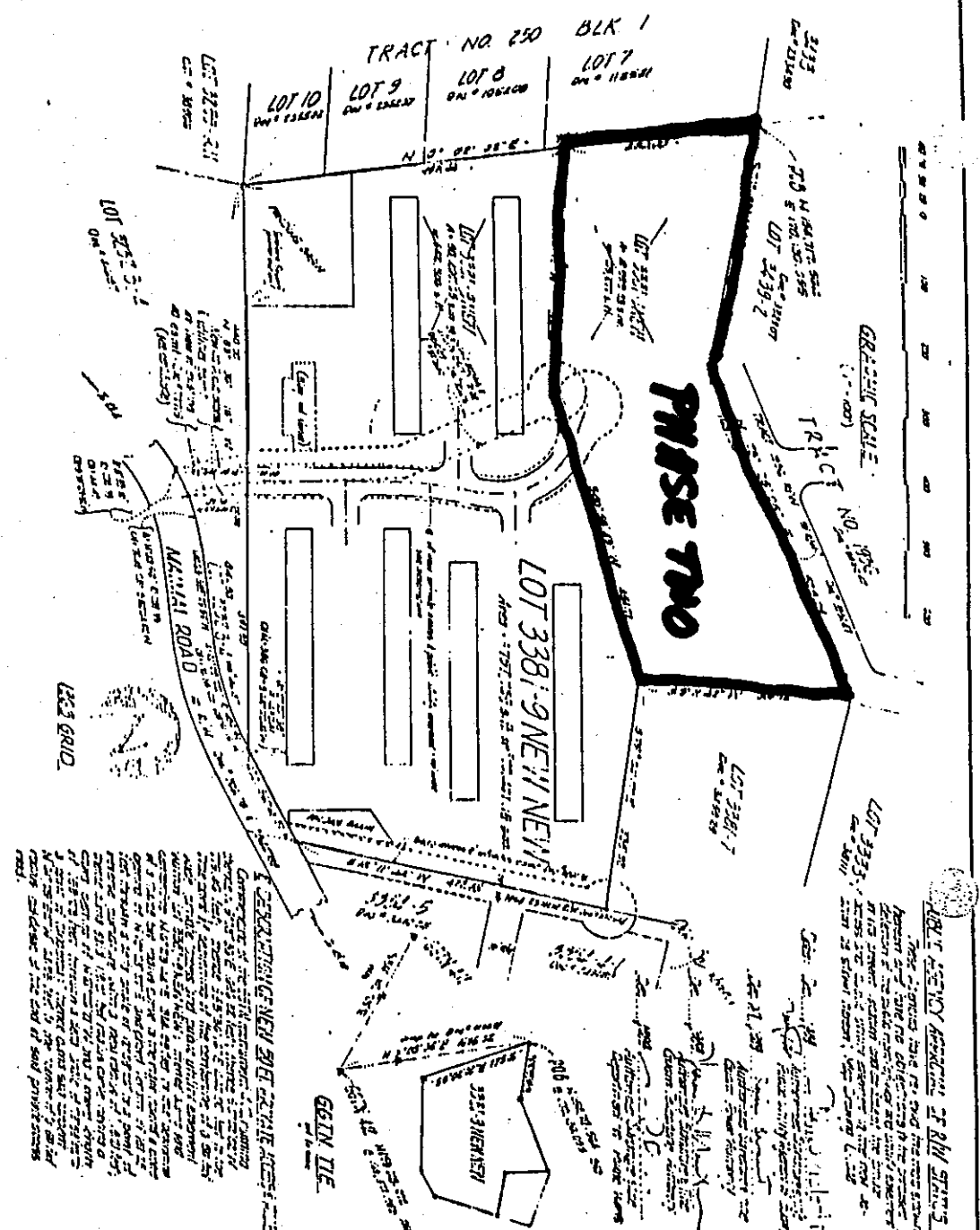


SCALE 1" = 100'

GRADING SCALE  
1" = 100'

NOT A SURVEY OF THE LAND  
This is a plan of the proposed subdivision of the land shown on the map. It is not a survey of the land and does not show the actual boundaries of the land. It is a plan of the proposed subdivision and is subject to the approval of the local authorities.

**PHASE TWO**



**GENERAL NOTES**

- 1. The boundaries shown on this map are not shown on the ground.
- 2. The boundaries shown on this map are not shown on the ground.
- 3. The boundaries shown on this map are not shown on the ground.
- 4. The boundaries shown on this map are not shown on the ground.
- 5. The boundaries shown on this map are not shown on the ground.
- 6. The boundaries shown on this map are not shown on the ground.
- 7. The boundaries shown on this map are not shown on the ground.
- 8. The boundaries shown on this map are not shown on the ground.
- 9. The boundaries shown on this map are not shown on the ground.
- 10. The boundaries shown on this map are not shown on the ground.

NOT A SURVEY OF THE LAND  
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**CONSOLIDATION SURVEY**

LOTS 3381-9 NEW, 3381-9 NEW  
INTO LOT 3381-9 NEW

RE-ASSESSMENT AUTHORITY OF SUNDANCE  
RE-ASSESSMENT AUTHORITY OF SUNDANCE

REVISION	BY	DESCRIPTION	APPROVED	DATE
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

**SURVEYOR'S CERTIFICATE**  
I, the undersigned, being a duly qualified and licensed surveyor, do hereby certify that the foregoing is a true and correct copy of the original survey as shown to me by the owner of the land, and that the same is in accordance with the provisions of the Act in that behalf made.

**TERMINAL SURVEYOR'S CERTIFICATE**  
This plan, map or other document is a true and correct copy of the original survey as shown to me by the owner of the land, and that the same is in accordance with the provisions of the Act in that behalf made.

**GENERAL CERTIFICATE**  
This plan, map or other document is a true and correct copy of the original survey as shown to me by the owner of the land, and that the same is in accordance with the provisions of the Act in that behalf made.