

CONDOMINIUM PUBLIC REPORT

Prepared &

Issued by:

Developer Centex Homes
Address 69-1029 Nawahine Place, Waikoloa, Hawaii 96738
Project Name(\*): KO OLINA HILLSIDE VILLAS (Report covers Phase I consisting of 74 of 174 apartments)\*\*
Address: 92-1520 Alii Nui Drive, Kapolei, Hawaii 96707

Registration No. 5675

Effective date: July 11, 2005

Expiration date: April 11, 2006

Preparation of this Report:

This report has been prepared by the Developer pursuant to the Condominium Property Act, Chapter 514A, Hawaii Revised Statutes, as amended. This report is not valid unless the Hawaii Real Estate Commission has issued a registration number and effective date for the report.

This report has not been prepared or issued by the Real Estate Commission or any other government agency. Neither the Commission nor any other government agency has judged or approved the merits or value, if any, of the project or of purchasing an apartment in the project.

Buyers are encouraged to read this report carefully, and to seek professional advice before signing a sales contract for the purchase of an apartment in the project.

Expiration Date of Reports. Preliminary Public Reports and Final Public Reports automatically expire thirteen (13) months from the effective date unless a Supplementary Public Report is issued or unless the Commission issues an order, a copy of which is attached to this report, extending the effective date for the report.

Exception: The Real Estate Commission may issue an order, a copy of which shall be attached to this report, that the final public report for a two apartment condominium project shall have no expiration date.

Type of Report:

PRELIMINARY: (yellow) The Developer may not as yet have created the condominium but has filed with the Real Estate Commission minimal information sufficient for a Preliminary Public Report. A Final Public Report will be issued by the Developer when complete information is filed.

X CONTINGENT FINAL: (green) The developer has legally created a condominium and has filed information with the Commission for this report which EXPIRES NINE (9) MONTHS after the above effective date. Contingent Final public reports may not be extended or renewed. [X] No prior reports have been issued. [ ] This report supersedes all prior public reports.

FINAL: (white) The Developer has legally created a condominium and has filed complete information with the Commission. [ ] No prior reports have been issued. [ ] This report supersedes all prior public reports. [ ] This report must be read together with

SUPPLEMENTARY: (pink) This report updates information contained in the: [ ] Preliminary Public Report dated: [ ] Contingent Final Public Report dated: [ ] Final Public Report dated: [ ] Supplementary Public Report dated:

And [ ] Supersedes all prior public reports [ ] Must be read together with [ ] This report reactivates the public report(s) which expired on

(\*)Exactly as named in the Declaration

\*\* The entire condominium project described in the Declaration contains a total of 174 apartments. However, this Contingent Final Public Report shall, for marketing and sales purposes, cover only 74 of the 174 apartments as follows: 101 through 108, 201 through 208, 301 through 308, and 401 through 406, 501 through 508, 601 through 606, 701 through 708, 801 through 806, 901 through 908 and 1001 through 1008. The remaining 100 apartments are covered under Preliminary Public Report (Reg. No. 5591) issued by the Commission on March 9, 2005. The 74 apartments covered by this Contingent Final Public Report were previously covered by the Preliminary Public Report. The apartments covered by the Preliminary Public Report will eventually be covered by a single or multiple Contingent Final or Final Public Report(s) in order to accommodate changing construction and/or marketing strategies as a separate or separate phase(s). As each separate phase is filed, the number of apartments covered by the Preliminary Public Report will be accordingly reduced.

This material can be made available for individuals with special needs. Please call the Senior Condominium Specialist at 586-2643 to submit your request.

FORM: RECO-30 1297/0298/0800/0203/0104

**Disclosure Abstract:** Separate Disclosure Abstract on this condominium project:

Required and attached to this report

Not Required - Disclosures covered in this report.

**Summary of Changes from Earlier Public Reports:**

This summary contains a general description of the changes, if any, made by the Developer since the last public report was issued. It is not necessarily all-inclusive. Prospective buyers should compare this public report with the earlier reports if they wish to know the specific changes that have been made.

No prior reports have been issued by the Developer.

Changes made are as follows:

**SPECIAL ATTENTION**

This Contingent Final Public Report has been prepared by the Developer pursuant to §514A-39.5, HRS. The Real Estate Commission issued this report before the developer submitted certain documents and information as more fully set forth in the statutory notice below. Sales contracts executed pursuant to this report **are binding on the buyer under those conditions specified immediately below** and in Part V. B. of this report found on pages 18 & 19 of this report. This report expires nine (9) months after the effective date of the report and may not be extended or renewed.

**STATUTORY NOTICE**

"The effective date for the Developer's Contingent Final Public Report was issued before the Developer submitted to the Real Estate Commission: the executed and recorded deed or master lease for the project site; the executed construction contract for the project; the building permit; satisfactory evidence of sufficient funds to cover the total project cost; or satisfactory evidence of a performance bond issued by a surety licensed in the State of not less than one hundred percent of the cost of construction, or such other substantially equivalent or similar instrument or security approved by the Commission. Until the Developer submits each of the foregoing items to the Commission, all Purchaser deposits will be held by the escrow agent in a federally-insured, interest-bearing account at a bank, savings and loan association, or trust company authorized to do business in the State. If the Developer does not submit each of the foregoing items to the Commission and the Commission does not issue an effective date for the Final Public Report before the expiration of the Contingent Final Public Report, then:

- (1) The Developer will notify the Purchaser thereof by certified mail; and
- (2) Either the Developer or the Purchaser shall thereafter have the right under Hawaii law to rescind the Purchaser's sales contract. In the event of a rescission, the Developer shall return all of the Purchaser's deposits together with all interest earned thereon, reimbursement of any required escrow fees, and, if the Developer required the Purchaser to secure a financing commitment, reimburse any fees the Purchaser incurred to secure that financing commitment." (§514A-64.5, HRS)

The Developer is not required to submit but has for this registration submitted the following documents and information:

## **SPECIAL NOTICE**

On March 9, 2005, the Commission issued an effective date for a Preliminary Public Report under Registration No. 5591 for Ko Olina Hillside Villas, consisting of a total of 174 apartments.

This Contingent Final Public Report covers 74 of 174 apartments in the Project. The Developer will continue to take non-binding reservations for those 100 apartments under the Preliminary Public Report, Reg. No. 5591, which apartments will also eventually be filed as separate phases under a single or under multiple Contingent Final or Final Public Report(s) in order to accommodate changing construction and/or marketing strategies as a separate or separate phases. As each separate phase is filed, the number of apartments covered by the Preliminary Public Report will be accordingly reduced.

The completion date for all of the 174 apartments is estimated to be November 2007.

**This Contingent Final Public Report covers only the following 74 apartments in the Project:**

**101 through 108, 201 through 208, 301 through 308, and 401 through 406, 501 through 508, 601 through 606, 701 through 708, 801 through 806, 901 through 908 and 1001 through 1008**

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### **General Information On Condominiums**

A condominium is a special form of real property. To create a condominium in Hawaii, the requirements of the Condominium Property Act, Chapter 514A, Hawaii Revised Statutes, must be complied with. In addition, certain requirements and approvals of the County in which the project is located must be satisfied and obtained.

Some condominium projects are leasehold. This means that the land or the building(s) and other improvements are leased to the buyer. The lease for the land usually requires that at the end of the lease term, the lessees (apartment owners/tenants) deliver their interest in the land to the lessor (fee property owner). The lease also usually requires that the lessees either (1) convey to the lessor the building(s) and other improvements, including any improvements paid for by the lessees; or (2) remove or dispose of the improvements at the lessee's expense. Leases for individual apartments often require that at the end of the lease term, the lessee deliver to the lessor the apartment, including any improvements placed in the apartment by the lessee.

If you are a typical condominium owner, you will have two kinds of ownership: (1) ownership in your individual apartment; and (2) an undivided interest in the common elements.

"Common elements" are the areas of the condominium project other than the individual apartments. They are owned jointly by all apartment owners and include the land, either in fee simple or leasehold, and those parts of the building or buildings intended for common use such as foundations, columns, roofs, halls, elevators, and the like. Your undivided interest in the common elements cannot be separated from ownership of your apartment.

In some condominium projects, some common elements are reserved for the exclusive use of the owners of certain apartments. These common elements are called "limited common elements" and may include parking stalls, patios, lanais, trash chutes, and the like.

You will be entitled to exclusive ownership and possession of your apartment. Condominium apartments may be individually bought, sold, rented, mortgaged or encumbered, and may be disposed of by will, gift, or operation of law.

Your apartment will, however, be part of the group of apartments that comprise the condominium project. Study the project's Declaration, Bylaws, and House Rules. These documents contain important information on the use and occupancy of apartments and the common elements as well as the rules of conduct for owners, tenants, and guests.

### **Operation of the Condominium Project**

The Association of Apartment Owners is the entity through which apartment owners may take action with regard to the administration, management, and operation of the condominium project. Each apartment owner is automatically a member of the Association.

The Board of Directors is the governing body of the Association. Unless you serve as a board member or an officer, or are on a committee appointed by the board, your participation in the administration and operation of the condominium project will in most cases be limited to your right to vote as an apartment owner. The Board of Directors and officers can take certain actions without the vote of the owners. For example, the board may hire and fire employees, increase or decrease maintenance fees, borrow money for repair and improvements and set a budget. Some of these actions may significantly impact the apartment owners.

Until there is a sufficient number of purchasers of apartments to elect a majority of the Board of Directors, it is likely that the Developer will effectively control the affairs of the Association. It is frequently necessary for the Developer to do so during the early stages of development and the Developer may reserve certain special rights to do so in the Declaration and Bylaws. Prospective buyers should understand that it is important to all apartment owners that the transition of control from the Developer to the apartment owners be accomplished in an orderly manner and in a spirit of cooperation.

**I. PERSONS CONNECTED WITH THE PROJECT**

Developer: Centex Homes, a Nevada general partnership  
dba Centex Destination Properties Phone: (808) 886-8270  
 Name\* (Business)  
69-1029 Nawahine Place  
 Business Address  
Waikoloa, Hawaii 96738

Names of officers and directors of Developers who are corporations; general partners of a partnership; partners of a Limited Liability Partnership (LLP); or manager and members of a Limited Liability Company (LLC) (attach separate sheet if necessary):

AAA Holdings, L.P., a Delaware limited partnership, general partner  
Centex Real Estate Corporation, a Nevada corporation, general partner  
Nomas Corp., a Nevada corporation, general partner

Real Estate Broker\*: Centex Homes, dba Centex Destination Properties Phone: (808) 886-8270  
 Name (Business)  
69-1029 Nawahine Place  
 Business Address  
Waikoloa, Hawaii 96738

Escrow: Island Title Corporation Phone: (808) 531-0261  
 Name (Business)  
1132 Bishop Street, Suite 400  
 Business Address  
Honolulu, Hawaii 96813

General Contractor\*: Centex Homes Phone: (808) 886-8270  
 Name (Business)  
69-1029 Nawahine Place  
 Business Address  
Waikoloa, Hawaii 96738

Condominium Managing Agent\*: Royal Hawaiian Resorts, LLC Phone: (808) 341-9413  
 Name (Business)  
1953 S. Beretania Street, 4<sup>th</sup> Floor  
 Business Address  
Honolulu, Hawaii 96826

Attorney for Developer: Imanaka Kudo & Fujimoto LLLC Phone: (808) 521-9500  
 Name (Business)  
745 Fort Street, 17<sup>th</sup> Floor  
 Business Address  
Honolulu, Hawaii 96813  
 Attn: Mitchell A. Imanaka, Esq.

\* For Entities: Name of corporation, partnership, Limited Liability Partnership (LLP), or Limited Liability Company (LLC)

**CENTEX REAL ESTATE CORPORATION**

**Directors / Officers Report**

**As of November 23, 2004**

**Directors**

Timothy R. Eller	Director
Robert D. Hillmann	Director
Andrew J. Hannigan	Director

**Officers**

Andrew J. Hannigan	Chairman of the Board and Chief Executive Officer
Robert D. Hillmann	President and Chief Operating Officer
Joel C. Sowers Jr.	Executive Vice President
J. Andrew Kerner	Senior Vice President and Chief Financial Officer
Brian J. Woram	Senior Vice President, General Counsel and Assistant Secretary
John D. Carpenter	Senior Vice President
Donald R. Westfall	Vice President, Regional General Counsel and Assistant Secretary
Jordan H. Mintz	Vice President
Melvin M. Chadwick	Vice President - Finance, Treasurer and Assistant Secretary
W. Russell Toates	Regional General Counsel and Assistant Secretary
Deborah L. Godley	Assistant Vice President
Jeff A. Mason	Assistant Vice President
Gail M. Peck	Assistant Treasurer
Rebecca L. Arredondo	Assistant Secretary
Nori H. Neuner	Assistant Secretary
Kathleen B. Snyder	Assistant Secretary
Raymond G. Smerge	Vice President and Secretary
Leona L. Hammond	Chief Financial Officer (Centex Destination Properties) and Assistant Secretary
Joseph J. Arcisz III	President (Central Mountain Division)
Jason F. Longo	Controller (Central Mountain Division) and Assistant Secretary
Bruce N. Sloan	President (Hawaii Division)
Christine L. Holguin	Controller (Hawaii Division) and Assistant Secretary
Paul J. Stashick	President (Pacific Division)
Andy C. Alvillar	Controller (Pacific Division) and Assistant Secretary
John P. Lenihan	President (Southeast Division)
Christina D. Alvarez	Controller (Southeast Division) and Assistant Secretary

**NOMAS CORP.**  
**Directors / Officers Report**  
**As of November 23, 2004**

**Directors**

Michael S. Albright	Director
Leldon E. Echols	Director
James S. Stevenson	Director
Thomas J. Wageman	Director
Andrew J. Hannigan	Director

**Officers**

Leldon E. Echols	Chairman of the Board
Andrew J. Hannigan	President and Chief Executive Officer
David L. Barclay	Executive Vice President
Michael S. Albright	Senior Vice President
J. Andrew Kerner	Senior Vice President
Drew F. Nachowiak	Vice President, General Counsel and Assistant Secretary
Brian J. Woram	Senior Vice President and Assistant Secretary
James S. Stevenson	Vice President
Terry N. Whitman	Vice President
Melvin M. Chadwick	Treasurer, Controller and Assistant Secretary
Deborah L. Godley	Assistant Vice President
Jeff A. Mason	Assistant Vice President
Gail M. Peck	Assistant Treasurer
Raymond G. Smerge	Secretary
Rebecca L. Arredondo	Assistant Secretary
Nori H. Neuner	Assistant Secretary
Donald J. Sajor	Assistant Secretary
Traci A Hoffman	Vice President and Assistant Secretary (CitiMortgage)
Kenneth Klima	Vice President and Assistant Secretary (CitiMortgage)
Janet F. Miller	Vice President and Assistant Secretary (CitiMortgage)
Betty Seatter	Vice President (CitiMortgage)
Thelma E. Chavis	Vice President and Assistant Secretary (Verdugo)
Michelle R. Ford	Vice President and Assistant Secretary (Verdugo)
Christine W. Grande	Vice President and Assistant Secretary (Verdugo)
Rita L. Jackson	Vice President and Assistant Secretary (Verdugo)
J. Philip McAleavy	Vice President and Assistant Secretary (Verdugo)
Jennifer J. Subleski	Vice President and Assistant Secretary (Verdugo)
Regina N. Walker	Vice President and Assistant Secretary (Verdugo)

**II. CREATION OF THE CONDOMINIUM;  
CONDOMINIUM DOCUMENTS**

A condominium is created by recording in the Bureau of Conveyances and/or filing with the Land Court a Declaration of Condominium Property Regime, a Condominium Map (File Plan), and the Bylaws of the Association of Apartment Owners. The Condominium Property Act (Chapter 514A, HRS), the Declaration, Bylaws, and House Rules control the rights and obligations of the apartment owners with respect to the project and the common elements, to each other, and to their respective apartments. The provisions of these documents are intended to be, and in most cases are, enforceable in a court of law.

- A. **Declaration of Condominium Property Regime** contains a description of the land, buildings, apartments, common elements, limited common elements, common interests, and other information relating to the condominium project.

The Declaration for this condominium is: \*

- Proposed  
 Recorded -Bureau of Conveyances: Document No \_\_\_\_\_  
Book \_\_\_\_\_ Page \_\_\_\_\_  
 Filed - Land Court: Document No. 3268918

The Declaration referred to above has been amended by the following instruments [state name of document, date and recording/filing information]:

- B. **Condominium Map (File Plan)** shows the floor plan, elevation and layout of the condominium project. It also shows the floor plan, location, apartment number, and dimensions of each apartment.

The Condominium Map for this condominium project is:

- Proposed  
 Recorded - Bureau of Conveyances Condo Map No. \_\_\_\_\_  
 Filed - 1718

The Condominium Map has been amended by the following instruments [state name of document, date and recording/filing information]:

- C. **Bylaws of the Association of Apartment Owners** govern the operation of the condominium project. They provide for the manner in which the Board of Directors of the Association of Apartment 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 which affect how the condominium project will be governed.

The Bylaws for this condominium are:

- Proposed  
 Recorded -Bureau of Conveyances: Document No. \_\_\_\_\_  
Book \_\_\_\_\_ Page \_\_\_\_\_  
 Filed - Land Court: Document No. 3268919

The Bylaws referred to above have been amended by the following instruments [state name of document, date and recording/filing information].

Note: Purchasers should also be aware that the following Master Declarations are also applicable to the Project:

1) Ko Olina Declaration of Conditions, Covenants and Restrictions dated December 1, 1986, filed in said Office as Document No. 1419771, as the same may be amended and/or supplemented from time to time.

2) Declaration of Covenants for Ko Olina Community Association dated December 1, 1986, filed in said Office as Document No. 1419773, as the same may be amended and/or supplemented from time to time.

D. **House Rules.** The Board of Directors may adopt House Rules to govern the use and operation of the common elements and limited common elements. House Rules may cover matters such as parking regulations, hours of operation for common facilities such as recreation areas, use of lanais and requirement for keeping pets. These rules must be followed by owners, tenants, and guests. They do not need to be recorded or filed to be effective. The initial House Rules are usually adopted by the Developer.

The House Rules for this condominium are:

Proposed                       Adopted                                       Developer does not plan to adopt House Rules

\* A copy of the House Rules is on file with the Real Estate Commission, and therefore, is available for purchasers to examine.

E. **Changes to Condominium Documents**

Changes to the Declaration, Condominium Map, and Bylaws are effective only if they are duly adopted and recorded and/or filed. Changes to House Rules do not need to be recorded or filed to be effective.

1. Apartment Owners: Minimum percentage of common interest which must vote for or give written consent to changes:

	<u>Minimum Set by Law</u>	<u>This Condominium</u>
Declaration (and Condo Map)	75%*	<u>75%</u>
Bylaws	65%	<u>67%</u>
House Rules	---	<u>By a majority of the Board of Directors</u>

\* The percentages for individual condominium projects may be more than the minimum set by law for projects with five or fewer apartments.

2. Developer:

No rights have been reserved by the Developer to change the Declaration, Condominium Map, Bylaws or House Rules.

Developer has reserved the following rights to change the Declaration, Condominium Map, Bylaws or House Rules:

See attached Exhibit A

III. THE CONDOMINIUM PROJECT

A. **Interest to be Conveyed to Buyer:**

Fee Simple: Individual apartments and the common elements, which include the underlying land, will be in fee simple.

Leasehold or Sub-leasehold: Individual apartments and the common elements, which include the underlying land will be leasehold.

**Leases for individual apartments and the underlying land usually require that at the end of the lease term, the lessee (apartment owner/tenant) deliver to the lessor (fee property owner) possession of the leased premises and all improvements, including improvements paid for by the lessee.**

Exhibit \_\_\_\_\_ contains further explanations regarding the manner in which the renegotiated lease rents will be calculated and a description of the surrender clause provision(s).

Lease Term Expires: \_\_\_\_\_ Rent Renegotiation Date(s): \_\_\_\_\_

Lease Rent Payable:  Monthly  Quarterly  
 Semi-Annually  Annually

Exhibit \_\_\_\_\_ contains a schedule of the lease rent for each apartment per:  Month  Year

For Sub-leaseholds:

Buyer's sublease may be canceled if the master lease between the sublessor and fee owner is:  
 Canceled  Foreclosed

As long as the buyer is not in default, the buyer may continue to occupy the apartment and/or land on the same terms contained in the sublease even if the master lease is canceled or foreclosed.

Individual Apartments in Fee Simple; Common Interest in the Underlying Land in Leasehold or Subleasehold:

**Leases for underlying land usually require that at the end of the lease term, the lessees (apartment owners/tenants) deliver to the lessor (fee property owner) their interest in the land and that they either (1) remove or dispose of the building(s) and other improvements at the lessee's expense; or (2) convey the building(s) and improvements to the lessor, often at a specified price.**

Exhibit \_\_\_\_\_ contains further explanations regarding the manner in which the renegotiated lease rents will be calculated and a description of the surrender clause provision(s).

Lease Term Expires: \_\_\_\_\_ Rent Renegotiation Date(s): \_\_\_\_\_

Rent Renegotiation Date(s): \_\_\_\_\_

Lease Rent Payable:  Monthly  Quarterly  
 Semi-Annually  Annually

Exhibit \_\_\_\_\_ contains a schedule of the lease rent for each apartment per  Month  Year

Other:

**IMPORTANT INFORMATION ON LEASEHOLD CONDOMINIUM PROJECTS**

The information contained in this report is a summary of the terms of the lease. For more detailed information, you should secure a copy of the lease documents and read them thoroughly.

If you have any legal questions about leasehold property, the lease documents or the terms of the lease and the consequences of becoming a lessee, you should seek the advice of an attorney.

There are currently no statutory provisions for the mandatory conversion of leasehold condominiums and there are no assurances that such measures will be enacted in the future.

In leasehold condominium projects, the buyer of an apartment will acquire the right to occupy and use the apartment for the time stated in the lease agreement. The buyer will not acquire outright or absolute fee simple ownership of the land. The land is owned by the lessor or the leased fee owner. The apartment owner or lessee must make lease rent payments and comply with the terms of the lease or be subject to the lessor's enforcement actions. The lease rent payments are usually fixed at specific amounts for fixed periods of time, and are then subject to renegotiation. Renegotiation may be based on a formula, by arbitration set in the lease agreement, by law or by agreement between the lessor and lessee. The renegotiated lease rents may increase significantly. At the end of the lease, the apartment owners may have to surrender the apartments, the improvements and the land back to the lessor without any compensation (surrender clause).

When leasehold property is sold, title is normally conveyed by means of an assignment of lease, the purpose of which is similar to that of a deed. The legal and practical effect is different because the assignment conveys only the rights and obligations created by the lease, not the property itself.

The Developer of this condominium project may have entered into a master ground lease with the fee simple owner of the land in order to develop the project. The Developer may have then entered into a sublease or a new lease of the land with the lessee (apartment owner). The Developer may lease the improvements to the apartment owner by way of an apartment lease or sublease, or sell the improvements to the apartment owners by way of a condominium conveyance or apartment deed.

**B. Underlying Land:**

Address: 92-1520 Alii Nui Drive, Kapolei, Hawaii 96707

Tax Map Key (TMK): (1) 9-1-56-013

Address  TMK is expected to change because each apartment will be assigned a number.

Land Area: 11.223  square feet  acre(s)

Zoning: A-1 (low density apartment)

Fee Owner: Centex Homes  
 Name  
69-1029 Nawahine Place  
 Address  
Waikoloa, Hawaii 96738

Lessor: N/A  
 Name  
 Address

**C. Buildings and Other Improvements:**

1.  New Building(s)       Conversion of Existing Building(s)     Both New Building(s) and Conversion

2. Number of Buildings: 26      Floors Per Building 1-2 \*

Exhibit D contains further explanations.

\*Nine (9) 6-plex two-story buildings, fifteen (15) 8-plex two-story buildings, one (1) recreation center/multi-purpose building and one (1) cabana.

3. Principal Construction Material:

Concrete       Hollow Tile       Wood

Other Steel, glass, flooring material, drywall, asphalt

4. Uses Permitted by Zoning:

	<u>No. of Apts.</u>	<u>Use Permitted By Zoning</u>
<input checked="" type="checkbox"/> Residential	<u>174*</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Commercial	---	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Mix Res/Comm	---	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Hotel	---	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Timeshare	---	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Ohana	---	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Industrial	---	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Agricultural	---	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Recreational	---	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Other	---	<input type="checkbox"/> Yes <input type="checkbox"/> No

Is/Are this/these use(s) specifically permitted by the project's Declaration or Bylaws?

Yes       No

\* Although Ko Olina Hillside Villas condominium project is comprised of a total of 174 apartments, this Contingent Final Public Report only covers those 74 apartments further identified on page 1 hereof and in Exhibit "D" attached hereto.

5. Special Use Restrictions:

The Declaration and Bylaws may contain restrictions on the use and occupancy of the apartments. Restrictions for this condominium project include but are not limited to:

Pets: Pets are permitted as set forth in the House Rules. Certified seeing eye dogs, signal dogs and service dogs for physically impaired persons are permitted.

Number of Occupants: \_\_\_\_\_

Other: See Exhibit "L," House Rules

There are no special restrictions.

6. Interior (fill in appropriate numbers):

Elevators: 0 Stairways: 0 Trash Chutes: 0  
(other than within the apartments)

<u>Apt. Type</u>	<u>Quantity</u>	<u>BR/Bath</u>	<u>Net Living Area (sf)*</u>	<u>Net Other Area (sf)</u>	<u>(Identify)</u>
<u>Villas</u>	<u>74</u>	<u>(see Exhibit "D")</u>	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Total Number of Apartments: 74\*\*

\* Net Living Area is the floor area of the apartment measured from the interior surface of the apartment perimeter walls. See Exhibit "D" for details.

\*\* Although Ko Olina Hillside Villas condominium project is comprised of a total of 174 apartments, this Contingent Final Public Report only covers those 74 apartments further identified on page 1 hereof and in Exhibit "D" attached hereto.

Other documents and maps may give floor area figures which differ from those above because a different method of determining the floor area may have been used.

Boundaries of Each Apartment:

see Exhibit "B"

Permitted Alterations to Apartments:

see Exhibit "C"

Apartment Designated for Owner-Occupants Only:

Fifty percent (50%) of residential apartments must be so designated; Developer has a right to substitute similar apartments for those apartments already designated. Developer must provide this information either in a published announcement or advertisement as required by Section 514A-102, HRS; or include the information here in this public report and in the announcement (see attachment 11a). Developer has elected to provide the information in a published announcement or advertisement.



11. Conformance to Present Zoning Code

- a.  No variances to zoning code have been granted.  
 Variance(s) to zoning code was/were granted as follows:

b. Conforming/Non-Conforming Uses, Structures, Lot

In general, a non-conforming use, structure, or lot is a use, structure, or lot which was lawful at one time but which does not now conform to present zoning requirements.

	<u>Conforming</u>	<u>Non-Conforming</u>	<u>Illegal</u>
Uses	<u>X</u>	<u>                    </u>	<u>                    </u>
Structures	<u>X</u>	<u>                    </u>	<u>                    </u>
Lot	<u>X</u>	<u>                    </u>	<u>                    </u>

If a variance has been granted or if uses, improvements or lot are either non-conforming or illegal, buyer should consult with county zoning authorities as to possible limitations which may apply.

Limitations may include restrictions on extending, enlarging, or continuing the non-conformity, and restrictions on altering and repairing structures. In some cases, a non-conforming structure that is destroyed or damaged cannot be reconstructed.

The buyer may not be able to obtain financing or insurance if the condominium project has a non-conforming or illegal use, structure, or lot.

D. Common Elements, Limited Common Elements, Common Interest:

1. Common Elements: Common Elements are those parts of the condominium project other than the individual apartments. Although the common elements are owned jointly by all apartment owners, those portions of the common elements which are designated as limited common elements (see paragraph 2 below) may be used only by those apartments to which they are assigned. The common elements for this project, as described in the Declaration, are:

described in Exhibit “E”.

as follows:

2. Limited Common Elements: Limited Common Elements are those common elements which are reserved for the exclusive use of the owners of certain apartments.

There are no limited common elements in this project.

The limited common elements and the apartments which use them, as described in the Declaration, are:

described in Exhibit "F" \*.

as follows:

\* Note: Land areas referenced herein are not legally subdivided lots.

3. Common Interest: Each apartment will have an undivided percentage interest in all of the common elements. This interest is called the "common interest." It is used to determine each apartment's share of the maintenance fees and other common profits and expenses of the condominium project. It may also be used for other purposes, including voting on matters requiring action by apartment owners. The common interests for the apartments in this project, as described in the Declaration, are:

described in Exhibit "D".

as follows:

- E. 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 an apartment in the project.

Exhibit "G" describes the encumbrances against the title contained in the title report dated March 29, 2005 and issued by Island Title Corporation.

Blanket Liens:

A blanket lien is an encumbrance (such as a mortgage) on the entire condominium project that secures some type of monetary debt (such as a loan) or other obligation. A blanket lien is usually released on an apartment-by-apartment basis upon payment of specified sums so that individual apartments can be conveyed to buyers free and clear of the lien.

[X] There are no blanket liens affecting title to the individual apartments.

[ ] There are blanket liens which may affect title to the individual apartments.

Blanket liens (except for improvement district or utility assessments) must be released before the Developer conveys the apartment to a buyer. The buyer's interest will be affected if the Developer defaults and the lien is foreclosed prior to conveying the apartment to buyer.

Type of Lien

Effect on Buyer's Interest and Deposit if Developer Defaults  
Or Lien is Foreclosed **Prior to Conveyance**

The Developer intends to finance its own construction;  
thus, no mortgage liens by the Developer are anticipated.

F. **Construction Warranties:**

Warranties for individual apartments and the common elements, including the beginning and ending dates for each warranty, are as follows:

1. Building and Other Improvements:

The Developer will provide to purchaser a two (2) year "fit and finish" warranty and a one (1) year warranty on the common elements to the Association from the date of turnover.

2. Appliances:

The Developer will pass on the manufacturers' or other vendors' warranties made to it, if any, on any appliances included as part of the apartment being conveyed.

Note (as to 1 and 2 above): Except as provided above, Developer disclaims any implied warranty of habitability, any implied warranty of merchantability, any implied warranty of fitness for a particular purpose or use, any implied warranty of workmanship and any other express or implied warranties, with respect to the apartments, the Project, the common elements thereof, or as to any appliances and furnishings contained within the apartments or the Project.

G. **Status of Construction and Date of Completion or Date of Estimated Completion**

The Developer estimates, but does not guarantee, that the Project will be completed on November 2007. Completion of all apartments in the Project is dependent on market demand, construction schedules and other variables.

H. **Project Phases:**

The Developer [X] has [ ] has not reserved the right to add to, merge, or phase this condominium.

Summary of Developer's plans or right to perform for future development (such as additions, mergers or phasing):

The Developer has separated the apartments covered by the Preliminary Public Report (Reg. No. 5591) for the Project into separate groups, or phases. The first phase is covered by this Contingent Final Public Report (consisting of 74 apartments). The remaining apartments covered by the Preliminary Public Report will eventually be covered by a single or multiple Contingent Final or Final Public Report(s) in order to accommodate changing construction and/or marketing strategies as a separate or separate phase(s). As each separate phase is filed, the number of apartments covered by the Preliminary Public Report will be accordingly reduced.

In accordance with Article XXVIII of the Declaration, the Developer intends to register the Project in multiple marketing and construction phases. Also, in accordance with the Developer's reserved rights in the Declaration, of which a summary is attached as Exhibit "A", there is no guaranty that the phases not covered under this Contingent Final Public Report, or the Recreational Facilities, or any other improvement in the Project will be developed.

IV. CONDOMINIUM MANAGEMENT

A. **Management of the Common Elements:** The Association of Apartment Owners is responsible for the management of the common elements and the overall operation of the condominium project. The Association may be permitted, and in some cases may be required, to employ or retain a condominium managing agent to assist the Association in managing the condominium project.

**Initial Condominium Management Agent:** When the Developer or the Developer's affiliate is the initial condominium managing agent, the management contract must have a term of one year or less and the parties must be able to terminate the contract on notice of 60 days or less.

The initial condominium managing agent for this project, named on page five (5) of this report, is:

not affiliated with the Developer  the Developer or the Developer's affiliate.  
 self-managed by the Association of Apartment Owners  other \_\_\_\_\_

B. **Estimate of Initial Maintenance Fees:**

The Association will make assessments against your apartment to provide funds for the operation and maintenance of the condominium project. If you are delinquent in paying the assessments, your apartment may be liened and sold through a foreclosure proceeding.

Initial maintenance fees are difficult to estimate and tend to increase as the condominium ages. Maintenance fees may vary depending on the services provided.

Exhibit "H" contains a schedule of estimated initial maintenance fees and maintenance fee disbursements (subject to change). \*

**THE AMOUNTS SET FORTH IN SAID EXHIBIT "H" ARE ESTIMATES ONLY AND MAY CHANGE FOR REASONS BEYOND THE CONTROL OF THE DEVELOPER. SUCH ESTIMATES ARE NOT INTENDED TO BE AND DO NOT CONSTITUTE ANY REPRESENTATION OR WARRANTY BY THE DEVELOPER, INCLUDING BUT NOT LIMITED TO ANY REPRESENTATION OR WARRANTY AS TO THE ACCURACY OF SUCH ESTIMATES.**

\* Note that also included in the maintenance fees imposed by the Association of Apartment Owners of Ko Olina Hillside Villas will be the maintenance fees imposed by the Ko Olina Community Association through the Master Declarations (described on page 6 herein). Purchasers should carefully review such Master Declarations to become familiar with the rights and obligations imposed therein.

C. **Utility Charges for Apartments:**

Each apartment will be billed separately for utilities except for the following checked utilities which are included in the maintenance fees:

None  Electricity ( Common Elements Only \_\_\_\_\_ Common Elements and Apartments)  
 Gas ( Common Elements Only \_\_\_\_\_ Common Elements and Apartments)  
 Water  Sewer  Television Cable (basic) \*  
 Other: Refuse collection; telephone \*

\* common elements only

V. MISCELLANEOUS

A. **Sales Documents Filed With the Real Estate Commission:**

Sales documents on file with the Real Estate Commission include but are not limited to:

- [ ] Notice to Owner Occupants
- [X] Specimen Sales Contract  
Exhibit “I” contains a summary of the pertinent provisions of the sales contract.
- [X] Escrow Agreement dated February 9, 2005.  
Exhibit “J” contains a summary of the pertinent provisions of the escrow agreement.
- [X] Other: Apartment Deed. Exhibit “K” contains a summary of the pertinent provisions of the apartment deed.

B. **Buyer's Right to Cancel Sales Contract:**

1. **Rights Under the Condominium Property Act (Chapter 514A, HRS):**

Preliminary Report: Sales made by the Developer are not binding on the prospective buyer. Sales made by the Developer may be binding on the Developer unless the Developer clearly states in the sales contract that sales are not binding. A prospective buyer who cancels the sales contract is entitled to a refund of all moneys paid, less any escrow cancellation fee up to \$250.00.

Supplementary Report to a Preliminary Report: Same as for Preliminary Report.

Contingent Final Report or Supplementary Report to a Contingent Final Report: Sales made by the developer are binding if:

- A) The Developer delivers to the buyer a copy of:
  - 1) Either the Contingent Final Public Report **OR** the Supplementary Public Report which has superseded the Contingent Final Public Report for which an effective date has been issued by the Real Estate Commission; **AND**
  - 2) Any other public report issued by the developer prior to the date of delivery, if the report was not previously delivered to the buyer and if the report has not been superseded;
- B) The Buyer is given an opportunity to read the report(s); **AND**
- C) One of the following has occurred:
  - 1) The buyer has signed a receipt for the report(s) and waived the right to cancel; or
  - 2) Thirty (30) days have passed from the time the report(s) were delivered to the buyer; or
  - 3) The apartment is conveyed to the buyer within 30 days from the date the report(s) were delivered to the buyer.

Final Report or Supplementary Report to a Final Report: Sales made by the Developer are binding if:

- A) The Developer delivers to the buyer a copy of:
  - 1) Either the Final Public Report **OR** the Supplementary Public Report which has superseded the Final Public Report for which an effective date has been issued by the Real Estate Commission; **AND**
  - 2) Any other public report issued by the Developer prior to the date of delivery, if the report was not previously delivered to the buyer and if the report has not been superseded;
- B) The buyer is given an opportunity to read the report(s); **AND**
- C) One of the following has occurred:
  - 1) The buyer has signed a receipt for the report(s) and waived the right to cancel; or
  - 2) Thirty (30) days have passed from the time the report(s) were delivered to the buyer; or
  - 3) The apartment is conveyed to the buyer within 30 days from the date the report(s) were delivered to the buyer.

Material Change: Binding contracts with the Developer may be rescinded by the buyer if:

- A) There is a material change in the project which directly, substantially, and adversely affects (1) the use or value of the buyer's apartment or its limited common elements; or (2) the amenities available for buyer's use; **AND**
- B) The buyer has not waived the right to rescind.

If the buyer rescinds a binding sales contract because there has been a material change, the buyer is entitled to a full and prompt refund of any moneys the buyer paid.

2. Rights Under the Sales Contract: Before signing the sales contract, prospective buyers should ask to see and carefully review all documents relating to the project. If these documents are not in final form, the buyer should ask to see the most recent draft. These include but are not limited to the:

- A) Condominium Public Reports issued by the Developer which have been given an effective date by the Hawaii Real Estate Commission.
- B) Declaration of Condominium Property Regime, as amended.
- C) Bylaws of the Association of Apartment Owners, as amended.
- D) House Rules, if any.
- E) Condominium Map, as amended.
- F) Escrow Agreement, as amended.
- G) Hawaii's Condominium Property Act (Chapter 514A, HRS, as amended) and Hawaii Administrative Rules, (Chapter 16-107, adopted by the Real Estate Commission, as amended).
- H) Other: Master Declarations (described on page 6 herein) and the Declaration of Restrictive Covenants (Private Park)\*.

\* In order to meet City and County of Honolulu park dedication requirements, the developer will be executing that certain Declaration of Restrictive Covenants (Private Park) for and on behalf of the association for the recreational facilities area, which contain the pool, multi-purpose building and cabana. Under such declaration, the area described as Exhibit "B" to the declaration shall be continuously used exclusively for private park, playground and recreational purposes, by the occupants, owners or lessees within the project.

Copies of the condominium and sales documents and amendments made by the Developer are available for review through the Developer or through the Developer's sales agent, if any. The Condominium Property Regime law (Chapter 514A, HRS) and the Administrative Rules (Chapter 107) are available online. Please refer to the following sites:

Website to access official copy of laws: [www.capitol.hawaii.gov](http://www.capitol.hawaii.gov)

Website to access unofficial copy of laws: [www.hawaii.gov/dcca/hrs](http://www.hawaii.gov/dcca/hrs)

Website to access rules: [www.hawaii.gov/dcca/har](http://www.hawaii.gov/dcca/har)

This Public Report is a part of Registration No. 5675 filed with the Real Estate Commission on May 17, 2005.

Reproduction of Report. When reproduced, this report must be on:

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C. **Additional Information Not Covered Above**

1. **Master Declarations.** In addition to the Declaration of Condominium Property Regime of Ko Olina Hillside Villas, purchasers of apartments in the Project will be subject to that certain Ko Olina Declaration of Conditions, Covenants and Restrictions dated December 1, 1986, recorded in said Office as Document No. 1419771, as the same may be amended and/or supplemented from time to time; and that certain Declaration of Covenants for Ko Olina Community Association dated December 1, 1986, recorded in said Office as Document No. 1419773, as the same may be amended and/or supplemented from time to time (collectively "Master Declarations"). Purchasers should pay special attention to additional design restrictions and design review processes imposed by such Master Declarations.

By way of such Master Declarations, purchasers of the Project will be deemed to have membership in the Ko Olina Community Association and, as such, will be subject to certain obligations, including but not limited to, the obligation to pay all assessments imposed by such Master Declarations, which are included in the Project's maintenance fees. All purchasers should review the Master Declarations for any additional obligations.

2. **Declaration of Restrictive Covenants (Private Park).** Developer will be executing, for and on behalf of the Association of Apartment Owners of the Project, a Declaration of Restrictive Covenants (Private Park) in order to meet City and County of Honolulu park dedication requirements. The declaration basically provides the following: a) that the area designated in Exhibit "B" to the declaration, which generally consists of the land underlying the recreational facilities area, which includes the pool, multi-purpose building and cabana, be improved, maintained and used exclusively for private park, playground and recreational purposes by the occupants, owners or lessees of such property; b) that the declaration continue in full force and effect in perpetuity and shall not be repealed, amended to altered in any way, except by a majority vote of the Owners with the written approval of the Director of Planning and Permitting; and c) that the Association maintain and pay for the cost of maintenance of the private park.

3. **Affiliates of Developer.** Prospective purchasers are hereby advised that Centex Homes, dba Centex Destinations Properties, the Developer of the Project, is also licensed to act as the Real Estate Broker for the Project, and the General Contractor for the Project.

4. **Construction and Marketing in Phases.** The Developer, for registration purposes, intends to separate the total apartments initially covered in the Preliminary Public Report for the Project into groups covered by multiple Contingent Final or Final Public Reports in order to accommodate changing construction and/or marketing strategies. The first phase is covered by this Contingent Final Public Report (consisting of 74 apartments). The remaining apartments covered by the Preliminary Public Report will eventually be covered by a single or multiple Contingent Final or Final Public Report(s) in order to accommodate changing construction and/or marketing strategies as a separate or separate phases. As each separate phase is filed, the number of apartments covered by the Preliminary Public Report will be accordingly reduced. The Developer intends to file public report packets in multiple separate phases. The Developer makes no guaranty or warranty that all of the currently-planned buildings or the Recreational Facilities, as defined in the Declaration and as depicted on the Condominium Map, or the improvements in the Project, will be developed at all. Purchasers should thus be aware that all of the apartments in the Project, as described in the Project documents, will be closing at different times (depending on the final number selected by Developer to be constructed), and will be closing in phases over a period of time coinciding with the decision to construct, the obtaining of building permits, financing, bonds and issuance of building permits for each phase.

**The Developer hereby discloses that although separate Contingent Final or Final Public Reports will be issued for each phase of the Project, all 174 apartments, or lesser number actually constructed, still legally comprise a single condominium project. In other words, the act of separating the various apartments into different marketing and sales phases does not create separate and distinct condominium projects, but only creates separate "projects" for public report purposes. Accordingly, the common elements described in Exhibit "D" attached hereto will serve all apartments actually constructed.**

5. **Developer to Pay Actual Costs of Project.** The Developer hereby discloses that it shall initially assume the actual common expenses of the Project, pursuant to Section 514A-15 of the Hawaii Revised Statutes, from the date upon which certificates of occupancy are issued for the respective apartments of the Project. Accordingly, no apartment owner shall be obligated to pay his or her respective share of the common expenses until the Developer files a written statement ("Notification") with the Real Estate Commission of the State of Hawaii ("Commission") notifying the Commission and all apartment owners of the Project that, after a date certain ("Transition Date"), each apartment owner shall thereafter be obligated to pay for the respective share of common expenses allocated to said owner's apartment. The Notification shall be filed with the Commission at least thirty (30) days prior to the Transition Date, and a copy of said amendment shall be delivered to each of the apartment owners whose maintenance expenses were assumed by the Developer.

6. **Design Committee.** The Project will have a Design Committee, as described in the Bylaws, which will be established by the Association to promulgate design rules and regulations and regulate the apartment owners' compliance with such design rules and regulations.

7. Real Property Tax Assessment. Developer shall be responsible for any real property taxes attributable to the property prior to closing. Any real property taxes paid in advance by Developer for the property will be prorated as a closing cost payable by purchaser pursuant to the Sales Contract.

D. The developer hereby certifies that all the information contained in this Report and the Exhibits attached to this Report and all documents to be furnished by the developer to buyers concerning the project have been reviewed by the developer and are, to the best of the developer's knowledge, information and belief, true, correct and complete.

CENTEX HOMES, a Nevada general partnership,  
dba Centex Destination Properties

By CENTEX REAL ESTATE CORPORATION, a Nevada corporation  
Its Managing General Partner

By   
Name: Bruce N. Sloan  
Its: President, Hawaii Division

“Developer”

**MAY 05 2005**

Date

Distribution:

Department of Finance, City and County of Honolulu  
Planning Department: City and County of Honolulu

\* Must be signed for a: corporation by an officer; partnership or Limited Liability Partnership (LLP) by the general partner; Limited Liability Company (LLC) by the manager or member; and for an individual by the individual.

**EXHIBIT "A"**

**RIGHTS RESERVED BY DEVELOPER**

Among other rights, the Developer will have the following reserved rights with respect to the Project which are more particularly set forth in the Declaration. Capitalized terms have the same meaning ascribed to such terms in the Declaration.

**A. RESERVED RIGHT TO GRANT AND/OR RECEIVE EASEMENTS.** Developer does hereby reserve the right unto itself, its successors and assigns, to and until December 31, 2025 and in accordance with Article XX of the Declaration, to delete, cancel, relocate, realign, reserve, designate, grant and receive any and all easements and rights of way over, under, through, across and upon the Common Elements (including the Limited Common Elements) and the Property, and to receive any and all easements over any other adjacent or adjoining property for the benefit of the Apartment Owners, as necessary or desirable in Developer's sole discretion, including, but not limited to, easements and/or rights of way for utilities, cesspools, sanitary and storm sewers, cable television, telecommunications systems, refuse disposal, driveways, parking areas, roadways, access to other Ko Olina resort amenities and easements and/or rights of way necessary to exercise any of its reserved rights in the Declaration; provided, however, that such easements and/or rights of way shall not be exercised so as to unreasonably disturb, impair or interfere with the normal use and enjoyment of the Project by the Apartment Owners; and provided that Developer shall have the right to negotiate and agree to such terms with respect to such easements and rights of way as the Developer deems appropriate in its sole discretion.

**B. RESERVED RIGHT TO ALTER AND/OR EXPAND, SUBDIVIDE AND CONSOLIDATE APARTMENTS.** Developer does hereby reserve the right unto itself, its successors and assigns, to and until December 31, 2025, as provided in Article XXI of the Declaration, without obtaining the approval of any party with an interest in the Project, including, without limitation, any other Owner and/or mortgagee, and including the Design Committee, to alter the floor plan of any Apartment which it owns at any time provided that the common interest appurtenant to the Apartment shall not change; cause the subdivision of any Apartment which it owns at any time to create two (2) or more Apartments, provided that the total common interest appurtenant to the newly-created Apartments shall equal the common interest appurtenant to the original Apartment; and convert certain portions of any existing Apartment to Common Element status to facilitate any subdivision, provided that the total common interest appurtenant to the newly-created Apartments shall equal the common interest appurtenant to the original Apartment; and recalculate the Common Interest appurtenant to each Apartment upon subdivision and/or consolidation. Furthermore, if Developer is the Owner of any two (2) or more Apartments separated by a party wall, floor, or ceiling, Developer shall have the right, without obtaining the approval of any party with an interest in the Project, including, without limitation, any other Owner and/or mortgagee, to consolidate such Apartments that are separated and to alter or remove all or portions of the intervening wall, floor or ceiling at the Developer's expense, provided that the structural integrity of the Project is not affected; the finish of the Common Element remaining is restored to a condition substantially compatible to the Common Element prior to such alteration; and all necessary construction activity shall be completed within a reasonable amount of time, subject to delays beyond the reasonable control of Developer. The Developer shall further have the right to convert that area between Apartments to an Apartment for so long as such Apartments shall remain consolidated or shall continue to be commonly used or owned.

**C. RESERVED RIGHT TO RECHARACTERIZE LIMITED COMMON ELEMENTS.** Developer does hereby further reserve the right unto itself, its successors and assigns, to and until December 31, 2025, to amend the Declaration to recharacterize certain Limited Common Elements as may be appurtenant to an Apartment owned by Developer as being Common Elements of the Project. The right to amend the aforesaid Declaration, and to effect the recharacterization of any Limited Common Element as provided in this paragraph shall be exercised in accordance with Article XXIII of the Declaration.

**D. RESERVED RIGHT TO MODIFY PROJECT.** Developer does hereby further reserve the right unto itself, its successors and assigns, to and until December 31, 2025, to effect such modifications to Apartments and Common Elements in the Project and/or to execute, record and deliver any amendments to the Declaration and the Condominium Map, Bylaws, House Rules and/or Design Committee Rules (if any) for the Project, as may be necessary or required by Developer, in its sole discretion, to effect compliance by the Project, the Association or Developer, with laws which apply to the Project, including, without limitation, the Fair Housing Act, as amended,

42 U.S.C. §§3601 et seq., including any and all rules and regulations promulgated thereunder. The right to effect modifications to Apartments and Common Elements in the Project as provided in this paragraph shall be exercised in accordance with Article XXIV of the Declaration.

**E. RESERVED RIGHT TO REDESIGNATE LIMITED COMMON ELEMENTS AS APPURTENANT TO OTHER APARTMENTS.** Developer does hereby further reserve the right unto itself, its successors and assigns, to and until December 31, 2025, to amend the Declaration to designate certain Limited Common Elements as may be appurtenant to certain Apartments owned by Developer as being appurtenant to another Apartment or Apartments owned by the Developer. The right to amend the aforesaid Declaration and to effect the designation of any Limited Common Element appurtenant to certain Developer-owned Apartments as being appurtenant to another Developer-owned Apartment or Apartments shall be exercised in accordance with Article XXV of the Declaration.

**F. RESERVED RIGHT TO SUBDIVIDE AND WITHDRAW LAND.** Developer does hereby further reserve unto itself, its successors and assigns, the right, to and until December 31, 2025, to subdivide and withdraw from the operation of the Declaration portions of the Land underlying the Project, and to convey such withdrawn portions to itself or to one or more third parties. The right to subdivide and/or consolidate and resubdivide, withdraw and convey portions of the Land underlying the Project as provided in this paragraph shall be exercised in accordance with Article XXVI of the Declaration.

**G. RESERVED RIGHT TO CONDUCT SALES ACTIVITIES.** Developer does hereby further reserve the right unto itself and its brokers, sales agents and other related persons, to conduct extensive sales activities at the Project and from any Apartment owned by Developer, which right shall include, without limitation, showing the Project to potential buyers, the use of model Apartments, sales and management offices, permitting potential buyers to stay in Apartments owned by Developer and the use of banners, signs or other extensive sales displays at the Project, and to utilize the Common Elements for functions relating to the sale of Apartments in the Project during the time periods specified in Article XXVII of the Declaration. Such sales activities may include the initial sale and resale of Apartments. Owner acknowledges that the sales activities may result in noise and nuisances, and consents to such activity by Developer, and further waives, releases and discharges any rights, claims or actions such party may acquire against Developer, its brokers, sales agents, employees and lenders, and their respective successors and assigns as a result of any such activity or activities.

**H. RESERVED RIGHT TO CONSTRUCT THE PROJECT IN PHASES.** Developer does hereby further reserve the right unto itself, its successor and assigns, to and until December 31, 2025 (or such other date as may be established by the Developer in its sole discretion) to construct the Project in two or more phases. In connection with such right, Developer shall also have the right to amend the description of any apartment or buildings described in the Declaration at any time until such time as the Apartment Deed has been recorded in the Office covering such apartment. The right to construct the Project in two or more phases shall be exercised in accordance with Article XXVIII of the Declaration.

**I. RESERVED RIGHT TO DEVELOP AND CONSTRUCT OR NOT TO DEVELOP AND CONSTRUCT BUILDINGS AND/OR RECREATIONAL FACILITIES AT THE SAME TIME OR AT ALL.** Developer does hereby reserve unto itself, its successors and assigns, to and until December 31, 2025 (or such other date as may be established by the Developer in its sole discretion), the right to, at any time and from time to time complete construction of all buildings, the Recreational Facilities and other improvements in the Project. The Developer does not represent or warrant that all buildings, the Recreational Facilities and/or improvements described in the Condominium Map will be developed, nor shall anything herein require the Developer to develop all of the buildings, improvements and/or the Recreational Facilities described in the Condominium Map. Developer shall also have the accompanying right to enter upon the property and use the property and any Common Elements, and do all things reasonably necessary, desirable or useful for designing, developing and constructing or completing any buildings, connecting the same to utility installations of the Project as then constituted, and selling any Apartments created in any building. The reserved right to develop and construct buildings, the Recreational Facilities or other improvements at a later time or not at all shall be exercised in accordance with Article XXIX of the Declaration.

**J. RESERVED RIGHT TO CONSTRUCT DRIVEWAYS AND GROUP MAILBOXES.** Developer does hereby reserve unto itself, its successors and assigns, to and until December 31, 2025, the right to construct and maintain driveways and group mailbox structures anywhere within the Project, including, without limitation, within any

Limited Common Element area of the Project; provided that the construction of such driveways and group mailbox structures shall not adversely impact or impair the square footage of any Apartment in the Project. The reserved right to construct and maintain driveways and group mailbox structures shall be exercised in accordance with Article XXX of the Declaration.

**K. RESERVED RIGHT TO CONSTRUCT WALKWAYS THROUGH COMMON ELEMENTS.** Developer does hereby reserve unto itself, its successors and assigns, in accordance with Article XXXI of the Declaration, to and until December 31, 2025, the right to construct walkways throughout the Common Elements of the Project. Such walkways shall be for the use and enjoyment of the Apartment Owners.

**L. RESERVED RIGHT TO ALTER THE NUMBER OF APARTMENTS AND/OR BUILDINGS IN THE PROJECT.** Developer does hereby reserve unto itself, its successors and assigns, to and until December 31, 2025 (or such other date as may be established by the Developer in its sole discretion), to reduce or increase the number of Apartments in the Project, notwithstanding anything provided to the contrary, and except as otherwise provided by law. Developer shall further reserve the accompanying right to record and file amendments to the Declaration and Condominium Map describing the revised description of the Apartments that comprise the Project and the undivided percentage common interest appurtenant to the Apartments as a result of the reduction or increase in the total number of Apartments. The reserved right to alter the number of Apartments and/or buildings in the Project shall be exercised in accordance with Article XXXII of the Declaration.

Owner by taking title to an Apartment consents to each of the foregoing reserved rights, and Developer's exercise thereof, and to the recording of any and all documents necessary to effect the same in said Office, including any amendment or amendments to the Declaration, the Condominium Map, the Bylaws, the House Rules and/or the Design Guidelines, as appropriate; agrees to execute, deliver and record such documents and instruments and do such other things as may be necessary or convenient to effect the same; and appoints the Developer and its successors and assigns and the Association as his attorney-in-fact with full power of substitution to execute, deliver and record such documents and instruments and to do such things on Owner's behalf, which grant of such power, being coupled with an interest, is irrevocable for the term of said reserved rights in accordance with Article XXXIII of the Declaration, and shall not be affected by the disability of such party or parties.

Notwithstanding anything stated herein to the contrary, the rights reserved to the Developer herein shall be fully assignable by the Developer in whole or in part, and every Apartment Owner in the Project and all holders of liens affecting any of the Apartments and each and every other party acquiring an interest in the Project or any part thereof, by acquiring such Apartment, lien or other interest, consents to any such assignment by Developer, and, to the extent designated by the Developer, agrees to recognize any assignee as the "Developer" under this Deed. This right shall be exercised as provided in and in accordance with Article XXXIV of the Declaration.

\* \* \* \* \*

THE ABOVE SUMMARY IS NOT INTENDED TO BE A THOROUGH AND EXHAUSTIVE EXPLANATION OF ALL OF THE RIGHTS RESERVED BY THE DEVELOPER UNDER THE CONDOMINIUM DOCUMENTS. WHILE A PURCHASER CAN USE THIS SUMMARY AS A GENERAL SUMMARY OF SUCH RESERVED RIGHTS, PURCHASER SHOULD REFER TO THE CONDOMINIUM DECLARATION TO DETERMINE THE ACTUAL RIGHTS RESERVED BY THE DEVELOPER. IF ANY CONFLICT OR DIFFERENCE EXISTS BETWEEN THIS SUMMARY AND THE CONDOMINIUM DECLARATION, THE CONDOMINIUM DECLARATION WILL CONTROL.

**EXHIBIT "B"**

**BOUNDARIES OF EACH APARTMENT**

Capitalized terms have the same meaning ascribed to such terms in the Declaration.

Each Villa Apartment shall be deemed to include, without limitation: (i) all walls and partitions which are not load-bearing within its perimeter or party walls, (ii) all pipes, shafts, vents, ducts, pumps, conduits, cables, wiring, other utility or service lines running through such Apartment or other utility meters which are utilized for and serve only that Apartment, (iii) the decorated or finished interior surfaces of all perimeter and party walls and load-bearing walls, floors and ceilings of each Apartment, and the air space located within said walls, floors and ceilings, (iv) the decorated or finished interior surfaces of any doors, door frames, windows or window frames, (v) all cranks and other window hardware, (vi) all appliances and fixtures installed in the Apartment, and replacements therefore, (vii) any interior stairway connecting the floors of an Apartment (as applicable), and (viii) the decorated or finished interior surface of the garage appurtenant to such Villa Apartment and the areas within said walls, floors and ceilings, including, but not limited to the air space and improvements.

Each Villa Apartment shall not be deemed to include, without limitation: (i) the perimeter or party walls surrounding an Apartment from the undecorated or unfinished interior surfaces thereof and any improvements and/or air space located beyond such undecorated or unfinished interior surface of such perimeter or party walls, (ii) the undecorated or unfinished interior surfaces of the floors and ceilings surrounding an Apartment and the roof of the building in which the Apartment is located, and any improvements and/or air space (if any) located beyond such floors and ceilings, (iii) the decorated or finished exterior surfaces of perimeter doors, door frames, windows and window frames surrounding an Apartment, (iv) the interior load-bearing walls and columns (if any) located in the building in which the Apartment is located and the undecorated or unfinished surfaces thereof, (v) any pipes, shafts, vents, ducts, pumps, conduits, cables, wiring and other utility or service lines running through each Villa Apartment or other utility meters, which are utilized for or serve more than one Villa Apartment, and (vi) the Common Elements, including the Limited Common Elements.

THE ABOVE SUMMARY IS NOT INTENDED TO BE A THOROUGH AND EXHAUSTIVE DESCRIPTION OF THE BOUNDARIES OF EACH APARTMENT. WHILE A PURCHASER CAN USE THIS SUMMARY AS A GENERAL DESCRIPTION OF SUCH BOUNDARIES, PURCHASER SHOULD REFER TO THE CONDOMINIUM DECLARATION TO DETERMINE THE ACTUAL DESCRIPTION. IF ANY CONFLICT OR DIFFERENCE EXISTS BETWEEN THIS SUMMARY AND THE CONDOMINIUM DECLARATION, THE CONDOMINIUM DECLARATION WILL CONTROL.

**EXHIBIT "C"**

**PERMITTED ALTERATIONS TO APARTMENTS**

Capitalized terms have the same meaning ascribed to such terms in the Declaration.

A. **GENERAL PROVISIONS.** Except as otherwise expressly provided in the Declaration or in the Master Declarations, restoration or replacement of the Project or any portion thereof or construction of any additional improvement or structural alteration or addition to any improvement, different in any material respect from the Condominium Map of the Project, shall be undertaken by the Association or any Apartment Owner only pursuant to an amendment of the Declaration in accordance with Article XIII of the Declaration, duly executed pursuant to the provisions thereof, accompanied by the written consent of the holders of all mortgage liens affecting any of the Apartments involved, and in accordance with complete plans and specifications therefor first approved in writing by the Design Committee. Promptly upon completion of such restoration, replacement or construction the Association or Owner, as the case shall be, shall duly file such amendment, together with a complete set of floor plans of the Project as so altered, certified as built by a registered architect or professional engineer.

B. **ADDITIONS OR ALTERATIONS SOLELY WITHIN AN APARTMENT.** Notwithstanding anything to the contrary contained herein, provided that all requisite governmental permits have been obtained, each Owner of a Villa Apartment shall have the right at any time and from time to time at such Owner's sole cost and expense, and without the necessity of the consent or joinder of any other Apartment Owner or the Design Committee, to make any of the following alterations solely within the Apartment: to install, maintain, remove and rearrange non-load bearing partitions and other non-load bearing structures from time to time within such Apartment, and to paint, paper, panel, plaster, tile, carpet, re-carpet, finish, and do or cause to be done such other work on the interior surfaces of the ceilings, floors and walls within any such Apartment and to finish, alter or substitute any plumbing, electrical or other fixtures attached to the ceilings, floors and walls as may be appropriate for the utilization of such Apartment by such Owner or the tenants or lessees thereof; provided, however, that nothing contained in this paragraph shall authorize any work or alteration which would jeopardize the soundness or safety of the Apartment or any other part of the Project, reduce the value thereof, adversely affect any other Apartment, affect or impair any easement or rights of any of the other Apartment Owners, or interfere with or deprive any Owner of the use or enjoyment of any part of the Common Elements or directly affect any Owner or alter the external appearance of the Project in contravention of the Design Committee Rules (if any) and/or the Design Committee's approval as required under the Bylaws.

C. **APARTMENT OWNERS TO EXECUTE AMENDMENT DOCUMENTS IN CERTAIN CASES.** In the event that any change or alteration of an Apartment pursuant to and in compliance with Section B above shall alter the depiction of the particular Apartment on the Condominium Map or the description thereof in the Declaration, then the Owner of such Apartment shall amend the Declaration and/or the Condominium Map to set forth such approved change or alteration, which amendment(s) may be executed by the Owner of the affected Apartment or Apartments and by no other party, and such shall become effective upon filing of the same at said Office. The provisions of Article XIII of the Declaration notwithstanding, such amendment shall not require the consent or joinder of the Owner of any other Apartment or any other person or entity, other than any mortgagee of such Apartment or Apartments which are changed or altered. Every Apartment Owner and all holders of liens affecting any of the Apartments of the Project and each and every other party acquiring an interest in the Project or any part thereof, by acquiring such Apartment, lien or other interest, consents to and agrees that he shall, if required by law or by any such Owner who shall have changed or altered an Apartment as aforesaid, join in, consent to, execute, deliver and file all instruments and documents necessary or desirable to affect the amendment of the Declaration and/or the Condominium Map; and appoints such Owner and his assigns his attorney-in-fact with full power of substitution to execute, deliver and file such documents and to do such things on his behalf, which grant of such power, being coupled with an interest, is irrevocable for the term of said reserved rights and shall not be affected by the disability of any such party.

\* \* \* \* \*

THE ABOVE SUMMARY IS NOT INTENDED TO BE A THOROUGH AND EXHAUSTIVE EXPLANATION OF ALL RESTRICTIONS ON ALTERATIONS TO APARTMENTS CONTAINED IN THE

PROJECT DOCUMENTS. WHILE A PURCHASER CAN USE THIS SUMMARY AS A GENERAL SUMMARY OF RIGHTS AND OBLIGATIONS UNDER THE PROJECT DOCUMENTS, PURCHASER MUST REFER TO THE DECLARATION, BYLAWS AND HOUSE RULES TO DETERMINE THE PURCHASER'S ACTUAL RIGHTS AND OBLIGATIONS. IF ANY CONFLICT OR DIFFERENCE EXISTS BETWEEN THIS SUMMARY AND THE PROJECT DOCUMENTS, THE PROJECT DOCUMENTS WILL CONTROL.

**EXHIBIT "D"**

**APARTMENT NUMBERS, APARTMENT TYPES, LAYOUT, APPROXIMATE NET LIVING AREA,  
APPROXIMATE LANAI AREA, APPROXIMATE GARAGE AREA, PERCENTAGE COMMON  
INTEREST**

Capitalized terms have the same meaning ascribed to such terms in the Declaration.

Apartment Number	Apartment Type	Bedrooms/ Bathrooms	Approximate Net Living Area(sf)	Approximate Lanai Area(sf)	Approximate Garage Area(sf)	Percentage Common Interest
101	BR	3/2.5	1,173	141	239	0.620249%
102	B	3/2.5	1,173	141	239	0.620221%
103	AR	2/2.5	981	141	236	0.518702%
104	A	2/2.5	981	141	236	0.518702%
105	AR	2/2.5	981	141	236	0.518702%
106	A	2/2.5	981	141	236	0.518702%
107	BR	3/2.5	1,173	141	239	0.620221%
108	B	3/2.5	1,173	141	239	0.620221%
201	BR	3/2.5	1,173	141	239	0.620221%
202	B	3/2.5	1,173	141	239	0.620221%
203	AR	2/2.5	981	141	236	0.518702%
204	A	2/2.5	981	141	236	0.518702%
205	AR	2/2.5	981	141	236	0.518702%
206	A	2/2.5	981	141	236	0.518702%
207	BR	3/2.5	1,173	141	239	0.620221%
208	B	3/2.5	1,173	141	239	0.620221%
301	BR	3/2.5	1,173	141	239	0.620221%
302	B	3/2.5	1,173	141	239	0.620221%
303	AR	2/2.5	981	141	236	0.518702%
304	A	2/2.5	981	141	236	0.518702%
305	AR	2/2.5	981	141	236	0.518702%
306	A	2/2.5	981	141	236	0.518702%
307	BR	3/2.5	1,173	141	239	0.620221%
308	B	3/2.5	1,173	141	239	0.620221%
401	BR	3/2.5	1,173	141	239	0.620221%
402	B	3/2.5	1,173	141	239	0.620221%
403	AR	2/2.5	981	141	236	0.518702%
404	A	2/2.5	981	141	236	0.518702%
405	AR	2/2.5	981	141	236	0.518702%
406	A	2/2.5	981	141	236	0.518702%
501	BR	3/2.5	1,173	141	239	0.620221%
502	B	3/2.5	1,173	141	239	0.620221%
503	AR	2/2.5	981	141	236	0.518702%
504	A	2/2.5	981	141	236	0.518702%
505	AR	2/2.5	981	141	236	0.518702%
506	A	2/2.5	981	141	236	0.518702%
507	BR	3/2.5	1,173	141	239	0.620221%

Apartment Number	Apartment Type	Bedrooms/ Bathrooms	Approximate Net Living Area(sf)	Approximate Lanai Area(sf)	Approximate Garage Area(sf)	Percentage Common Interest
508	B	3/2.5	1,173	141	239	0.620221%
601	BR	3/2.5	1,173	141	239	0.620221%
602	B	3/2.5	1,173	141	239	0.620221%
603	AR	2/2.5	981	141	236	0.518702%
604	A	2/2.5	981	141	236	0.518702%
605	AR	2/2.5	981	141	236	0.518702%
606	A	2/2.5	981	141	236	0.518702%
701	BR	3/2.5	1,173	141	239	0.620221%
702	B	3/2.5	1,173	141	239	0.620221%
703	AR	2/2.5	981	141	236	0.518702%
704	A	2/2.5	981	141	236	0.518702%
705	AR	2/2.5	981	141	236	0.518702%
706	A	2/2.5	981	141	236	0.518702%
707	BR	3/2.5	1,173	141	239	0.620221%
708	B	3/2.5	1,173	141	239	0.620221%
801	BR	3/2.5	1,173	141	239	0.620221%
802	B	3/2.5	1,173	141	239	0.620221%
803	AR	2/2.5	981	141	236	0.518702%
804	A	2/2.5	981	141	236	0.518702%
805	AR	2/2.5	981	141	236	0.518702%
806	A	2/2.5	981	141	236	0.518702%
901	BR	3/2.5	1,173	141	239	0.620221%
902	B	3/2.5	1,173	141	239	0.620221%
903	AR	2/2.5	981	141	236	0.518702%
904	A	2/2.5	981	141	236	0.518702%
905	AR	2/2.5	981	141	236	0.518702%
906	A	2/2.5	981	141	236	0.518702%
907	BR	3/2.5	1,173	141	239	0.620221%
908	B	3/2.5	1,173	141	239	0.620221%
1001	BR	3/2.5	1,173	141	239	0.620221%
1002	B	3/2.5	1,173	141	239	0.620221%
1003	AR	2/2.5	981	141	236	0.518702%
1004	A	2/2.5	981	141	236	0.518702%
1005	AR	2/2.5	981	141	236	0.518702%
1006	A	2/2.5	981	141	236	0.518702%
1007	BR	3/2.5	1,173	141	239	0.620221%
1008	B	3/2.5	1,173	141	239	0.620221%
1101	BR	3/2.5	1,173	141	239	0.620221%
1102	B	3/2.5	1,173	141	239	0.620221%
1103	AR	2/2.5	981	141	236	0.518702%
1104	A	2/2.5	981	141	236	0.518702%
1105	AR	2/2.5	981	141	236	0.518702%
1106	A	2/2.5	981	141	236	0.518702%
1107	BR	3/2.5	1,173	141	239	0.620221%

Apartment Number	Apartment Type	Bedrooms/ Bathrooms	Approximate Net Living Area(sf)	Approximate Lanai Area(sf)	Approximate Garage Area(sf)	Percentage Common Interest
1108	B	3/2.5	1,173	141	239	0.620221%
1201	BR	3/2.5	1,173	141	239	0.620221%
1202	B	3/2.5	1,173	141	239	0.620221%
1203	AR	2/2.5	981	141	236	0.518702%
1204	A	2/2.5	981	141	236	0.518702%
1205	AR	2/2.5	981	141	236	0.518702%
1206	A	2/2.5	981	141	236	0.518702%
1301	BR	3/2.5	1,173	141	239	0.620221%
1302	B	3/2.5	1,173	141	239	0.620221%
1303	AR	2/2.5	981	141	236	0.518702%
1304	A	2/2.5	981	141	236	0.518702%
1305	AR	2/2.5	981	141	236	0.518702%
1306	A	2/2.5	981	141	236	0.518702%
1307	BR	3/2.5	1,173	141	239	0.620221%
1308	B	3/2.5	1,173	141	239	0.620221%
1401	BR	3/2.5	1,173	141	239	0.620221%
1402	B	3/2.5	1,173	141	239	0.620221%
1403	AR	2/2.5	981	141	236	0.518702%
1404	A	2/2.5	981	141	236	0.518702%
1405	BR	3/2.5	1,173	141	239	0.620221%
1406	B	3/2.5	1,173	141	239	0.620221%
1501	BR	3/2.5	1,173	141	239	0.620221%
1502	B	3/2.5	1,173	141	239	0.620221%
1503	AR	2/2.5	981	141	236	0.518702%
1504	A	2/2.5	981	141	236	0.518702%
1505	BR	3/2.5	1,173	141	239	0.620221%
1506	B	3/2.5	1,173	141	239	0.620221%
1507	BR	3/2.5	1,173	141	239	0.620221%
1508	B	3/2.5	1,173	141	239	0.620221%
1601	BR	3/2.5	1,173	141	239	0.620221%
1602	B	3/2.5	1,173	141	239	0.620221%
1603	AR	2/2.5	981	141	236	0.518702%
1604	A	2/2.5	981	141	236	0.518702%
1605	BR	3/2.5	1,173	141	239	0.620221%
1606	B	3/2.5	1,173	141	239	0.620221%
1701	BR	3/2.5	1,173	141	239	0.620221%
1702	B	3/2.5	1,173	141	239	0.620221%
1703	AR	2/2.5	981	141	236	0.518702%
1704	A	2/2.5	981	141	236	0.518702%
1705	BR	3/2.5	1,173	141	239	0.620221%
1706	B	3/2.5	1,173	141	239	0.620221%
1707	BR	3/2.5	1,173	141	239	0.620221%
1708	B	3/2.5	1,173	141	239	0.620221%

Apartment Number	Apartment Type	Bedrooms/ Bathrooms	Approximate Net Living Area(sf)	Approximate Lanai Area(sf)	Approximate Garage Area(sf)	Percentage Common Interest
1801	BR	3/2.5	1,173	141	239	0.620221%
1802	B	3/2.5	1,173	141	239	0.620221%
1803	AR	2/2.5	981	141	236	0.518702%
1804	A	2/2.5	981	141	236	0.518702%
1805	BR	3/2.5	1,173	141	239	0.620221%
1806	B	3/2.5	1,173	141	239	0.620221%
1901	BR	3/2.5	1,173	141	239	0.620221%
1902	B	3/2.5	1,173	141	239	0.620221%
1903	AR	2/2.5	981	141	236	0.518702%
1904	A	2/2.5	981	141	236	0.518702%
1905	BR	3/2.5	1,173	141	239	0.620221%
1906	B	3/2.5	1,173	141	239	0.620221%
1907	BR	3/2.5	1,173	141	239	0.620221%
1908	B	3/2.5	1,173	141	239	0.620221%
2001	BR	3/2.5	1,173	141	239	0.620221%
2002	B	3/2.5	1,173	141	239	0.620221%
2003	AR	2/2.5	981	141	236	0.518702%
2004	A	2/2.5	981	141	236	0.518702%
2005	AR	2/2.5	981	141	236	0.518702%
2006	A	2/2.5	981	141	236	0.518702%
2101	BR	3/2.5	1,173	141	239	0.620221%
2102	B	3/2.5	1,173	141	239	0.620221%
2103	AR	2/2.5	981	141	236	0.518702%
2104	A	2/2.5	981	141	236	0.518702%
2105	BR	3/2.5	1,173	141	239	0.620221%
2106	B	3/2.5	1,173	141	239	0.620221%
2107	BR	3/2.5	1,173	141	239	0.620221%
2108	B	3/2.5	1,173	141	239	0.620221%
2201	BR	3/2.5	1,173	141	239	0.620221%
2202	B	3/2.5	1,173	141	239	0.620221%
2203	AR	2/2.5	981	141	236	0.518702%
2204	A	2/2.5	981	141	236	0.518702%
2205	BR	3/2.5	1,173	141	239	0.620221%
2206	B	3/2.5	1,173	141	239	0.620221%
2301	BR	3/2.5	1,173	141	239	0.620221%
2302	B	3/2.5	1,173	141	239	0.620221%
2303	AR	2/2.5	981	141	236	0.518702%
2304	A	2/2.5	981	141	236	0.518702%
2305	BR	3/2.5	1,173	141	239	0.620221%
2306	B	3/2.5	1,173	141	239	0.620221%
2307	BR	3/2.5	1,173	141	239	0.620221%
2308	B	3/2.5	1,173	141	239	0.620221%
2401	BR	3/2.5	1,173	141	239	0.620221%

Apartment Number	Apartment Type	Bedrooms/Bathrooms	Approximate Net Living Area(sf)	Approximate Lanai Area(sf)	Approximate Garage Area(sf)	Percentage Common Interest
2402	B	3/2.5	1,173	141	239	0.620221%
2403	AR	2/2.5	981	141	236	0.518702%
2404	A	2/2.5	981	141	236	0.518702%
2405	AR	2/2.5	981	141	236	0.518702%
2406	A	2/2.5	981	141	236	0.518702%
2407	BR	3/2.5	1,173	141	239	0.620221%
2408	B	3/2.5	1,173	141	239	0.620221%
TOTAL			189,126			100.000000%

### 1. Villa Apartments.

a. Location. The Villa Apartments are located in nine (9) separate 6-plex and fifteen (15) separate 8-plex two-story, multi-family condominium dwelling unit buildings as depicted on the Condominium Map (numbered 1 through 24). Buildings 4, 6, 8, 12, 14, 16, 18, 20 and 22 (inclusive) contain six (6) Apartments per building. Buildings 1 through 3, 5, 7, 9 through 11, 13, 15, 17, 19, 21 and 23 through 24 (inclusive) contain eight (8) Apartments per building. Each building contains Villa Apartment Types A, AR, B and BR.

b. Layout. All Villa Apartments have the number of bedrooms and bathrooms as indicated in the table above, a living/dining room, a kitchen, a lanai, and a one (1) car garage. All Villas Apartment Types have two (2) floors.

### 2. Common Interest.

The percentage *Common Interest* attributable to each Apartment in the Project was calculated by dividing the approximate Net Living Area square footage of each individual Apartment by the total Net Living Area square footage of all Apartments within the Project. The approximate Net Living Area square footage of each Apartment in the Project was determined by measuring the area between the perimeter walls of each Apartment.

Note that the Common Interest percentages reflected in the chart above have been rounded to the sixth decimal place. Thus, the calculations herein are estimates and not exact figures. In order to permit the Common Interest for all Apartments in the Project to equal exactly one hundred percent (100%), the Common Interest attributable to Villa Apartment No. 101 was increased by .000028%.

### 3. Parking Stalls.

Each Apartment will have for its exclusive use the number of parking stalls located in the garage attached to the Apartment and in the Limited Common Element driveway located directly in front of their Apartment. Additional, unassigned guest parking is available throughout designated areas in the Project for use by guests of Owners of the Apartments. Additionally, there are a total of three (3) designated guest stalls at the recreational facility, which include one (1) handicap accessible stalls.

**EXHIBIT "E"**

**COMMON ELEMENTS**

Capitalized terms have the same meaning ascribed to such terms in the Declaration.

One freehold estate is hereby designated in all remaining portions of the Project, which do not constitute Apartments, herein called the "Common Elements," including specifically, but not limited to:

- a. The Land in fee simple;
- b. Regarding the building in which the Villa Apartment is located: (i) the perimeter or party walls surrounding an Apartment from the undecorated or unfinished interior surfaces thereof and any improvements and/or air space located beyond such undecorated or unfinished interior surface of such perimeter or party walls, (ii) the undecorated or unfinished interior surfaces of the floors and ceilings surrounding an Apartment and the roof of the building in which the Apartment is located, and any improvements and/or air space (if any) located beyond such floors and ceilings, (iii) the decorated or finished exterior surfaces of perimeter doors, door frames, windows and window frames surrounding an Apartment, (iv) the interior load-bearing walls and columns (if any) located in the building and the undecorated or unfinished surfaces thereof, and (v) any pipes, shafts, vents, ducts, pumps, conduits, cables, wiring and other utility or service lines running through each Villa Apartment or other utility meters, which are utilized for or serve more than one Villa Apartment;
- c. Any and all other apparatus and installations existing for common use, such as tanks, motors, fans, compressors and other such installations and apparatus;
- d. The landscaping throughout the Project and planter strips along certain roadways of the Project and other plants and refuse facilities (if any);
- e. All roadways, driveways, parking areas, parking structures, guest or handicap parking stalls, access lanes, ramps, loading areas, group mailbox structures, sidewalks and walkways of the Project;
- f. All lamps, lamp posts, walkways and sitting areas (if any) within the Project;
- g. Unimproved areas, maintenance and storage areas and other similar areas that are not part of an Apartment;
- h. Any and all parks and other community or recreational facilities operated to serve the residents of the Project (if any), including, without limitation, the Recreational Facilities;
- i. Any and all retaining or high screen walls installed by the Developer separating the surrounding properties and the Property;
- j. All ducts, pipes, valves, sewer lines, drain lines, electrical equipment, cables, chutes, pipes, shafts, wire conduits or other utility service lines which are utilized to serve some or any of the Common Elements described herein or more than one Villa Apartment and other central and appurtenant transmission facilities over, under and across the Project which serve any Common Element or more than one Villa Apartment for services such as power, light, water, gas, sewer, refuse, telephone and radio and cable television signal distribution; and
- k. All other areas of the Project which are not described as an Apartment or a part thereof and that are necessary or convenient to its existence, maintenance and safety, or normally in common use.

**EXHIBIT "F"**

**LIMITED COMMON ELEMENTS**

Capitalized terms have the same meaning ascribed to such terms in the Declaration.

Certain parts of the Common Elements, herein called "Limited Common Elements," are designated, set aside and reserved for the exclusive use of certain Apartments in the Declaration, and such Apartments shall have appurtenant thereto exclusive easements for the use of such Limited Common Elements.

The descriptions of each Limited Common Element, the designation of the party responsible to Maintain such Limited Common Element and the party responsible to pay the Cost to Maintain such Limited Common Element for the Villas Apartments, accompanied by examples illustrating the application of such maintenance and cost responsibilities, are set forth below. Note that each example provided herein is provided for informational purposes only and is not intended to represent the only circumstance under which such illustration would apply.

<b>Limited Common Element</b>	<b>Responsibility to Maintain</b>	<b>Cost to Maintain</b>	<b>Example</b>
<p>Regarding the building in which the Apartment is located: (i) perimeter or party walls surrounding an Apartment from the undecorated or unfinished interior surfaces thereof and any improvements and/or air space located beyond such undecorated or unfinished interior surface of such perimeter or party walls, (ii) the undecorated or unfinished interior surfaces of the floors and ceilings surrounding an Apartment and the roof of the building in which the Apartment is located, and any improvements and/or air space (if any) located beyond such floors and ceilings, (iii) the decorated or finished exterior surfaces of perimeter doors, door frames, windows and window frames surrounding an Apartment, (iv) the interior load-bearing walls and columns (if any) located in the building and the undecorated or unfinished surfaces thereof, (v) any pipes, shafts, vents, ducts, pumps, conduits, cables, wiring and other utility or service lines running through each Villa Apartment or other utility meters, which are utilized for or serve more than one</p>	<p>Association</p>	<p>maintenance fee</p>	<p>The pipes running through the walls between 101 and 102 shall be a LCE appurtenant to all of the Apartments located in building 1. The Association shall Maintain those utility pipes, and every Owner will pay for such maintenance.</p> <p>The exterior of building 1, including the exterior window frames and doors and the exterior surfaces of the doors shall be a LCE appurtenant to all of the Apartments located in building 1. The Association shall, for example, repaint the exterior of the building when necessary and all Owners will pay for such repainting through the maintenance fees.</p>

<b>Limited Common Element</b>	<b>Responsibility to Maintain</b>	<b>Cost to Maintain</b>	<b>Example</b>
<p>Villa Apartment, and (vi) all other components of the building in which the Apartment is located that are not part of an apartment or are not designated as LCEs* appurtenant to that specific Apartment shall be a LCE appurtenant to those Villa Apartments located within the same building.</p>			
<p>Portions of the single car garage situate in front of the Apartment, including only the following:</p> <p style="text-align: center;"><b>A.</b></p> <p>The finished or decorated exterior surfaces of the perimeter walls and ceiling and the exterior of any perimeter doors, door frames, windows and window frames, the interior load-bearing walls and columns (if any) from the undecorated or unfinished surfaces thereof, the foundation and the exterior surface of the garage door (if any).</p> <p style="text-align: center;"><b>B.</b></p> <p>The area located between the finished or decorated exterior surface of the perimeter walls and ceiling and the exterior of any perimeter doors, door frames, windows and window frames; and the finished or decorated interior surfaces of the perimeter walls and ceiling, including, but not limited to, any pipes and conduits, and the air space located therein.</p> <p>The exterior of each garage and the space located between the exterior finished walls and interior finished walls shall be a LCE appurtenant to the Apartment to which such garage is adjoined and affixed.</p>	<p style="text-align: center;"><b>A.</b> Association</p> <p style="text-align: center;"><b>B.</b> Association</p>	<p style="text-align: center;"><b>A.</b> maintenance fee</p> <p style="text-align: center;"><b>B.</b> maintenance fee</p>	<p>The exterior of the entire garage adjoined and affixed to 101 shall be a LCE appurtenant to 101. The Association shall be responsible for, for example, painting the exterior of the garage, and all Owners shall share in the cost of painting; however, the interior of the garage shall be a part of the Apartment. The pipes running through the garage walls shall be a LCE appurtenant to all of the Apartments located in Building 1.</p>
<p>Lanai areas, including the following:</p> <p style="text-align: center;"><b>A.</b></p> <p>The finished or decorated interior surfaces of the perimeter or party walls and ceiling and the interior of any perimeter doors, door frames, windows</p>	<p style="text-align: center;"><b>A.</b> Owner of the Apartment to which such lanai is appurtenant</p>	<p style="text-align: center;"><b>A.</b> Owner of the Apartment to which such lanai is</p>	<p>The lanai attached to 101 shall be a LCE to 101. The Owner of 101 is responsible for the maintenance and the cost of such maintenance of, for example, replacing the tile (if any), repainting the walls, repairing any sliding</p>

Limited Common Element	Responsibility to Maintain	Cost to Maintain	Example
<p>and window frames, the decorated or finished surface of the floors, including all areas within the finished or decorated perimeter interior surfaces of the perimeter walls and ceiling and floors, inclusive, but not limited to, any air space and improvements located within such area.</p> <p style="text-align: center;"><b>B.</b></p> <p>The finished or decorated exterior surfaces of the perimeter or party walls, the interior load-bearing walls and columns (if any) from the undecorated or unfinished surfaces thereof and the undecorated or unfinished surface of the ceiling and the foundation.</p> <p>Each lanai shall be a LCE appurtenant to the Apartment to which such lanai is affixed.</p>	<p style="text-align: center;"><b>B.</b></p> <p style="text-align: center;">Association</p>	<p>appurtenant</p> <p style="text-align: center;"><b>B.</b></p> <p style="text-align: center;">maintenance fee</p>	<p>doors leading to the balcony from the Apartment and installing and maintaining a ceiling fan, if any, on such lanai. The Association, however, shall be responsible for maintaining the exterior of building 1 and each Owner shall pay for such maintenance, which may include, for example, painting or repainting of the exterior surfaces of the walls.</p>
<p>The storage closet and any other utility apparatus situate on the lanai of all the Apartments, including the following:</p> <p style="text-align: center;"><b>A.</b></p> <p>The finished or decorated exterior surfaces of the perimeter walls and ceiling and doors of any such closet or encasing for any utility apparatus.</p> <p style="text-align: center;"><b>B.</b></p> <p>The interior finished or decorated surfaces of the perimeter walls, ceiling and doors and floors, including all areas within the finished or decorated interior surfaces of the perimeter walls, ceilings doors and floor, including, but not limited to, the actual utility apparatus located therein.</p> <p>Each closet shall be a LCE appurtenant to the Apartment to which such closet is affixed.</p>	<p style="text-align: center;"><b>A.</b></p> <p style="text-align: center;">Association</p> <p style="text-align: center;"><b>B.</b></p> <p style="text-align: center;">Owner of the Apartment to which such storage and utility apparatus are appurtenant.</p>	<p style="text-align: center;"><b>A.</b></p> <p style="text-align: center;">maintenance fee</p> <p style="text-align: center;"><b>B.</b></p> <p style="text-align: center;">Owner of the Apartment to which such storage and utility apparatus are appurtenant.</p>	<p>The storage closet and any other utility apparatus situate on the LCE lanai appurtenant to 101 shall be LCEs to 101. The Owner of 101 shall be responsible for the Cost of and to Maintain the interior of the closets and any such utility apparatus. The Association, however, shall be responsible for painting or repairing the exterior surfaces of the walls of the closets. Each Owner will pay for such painting and repainting.</p>
<p>The driveway situate directly in the front of the garage of the Apartment and any</p>	<p style="text-align: center;">Association</p>	<p style="text-align: center;">maintenance fee</p>	<p>The driveway located directly in front of the garage adjoined and</p>

<b>Limited Common Element</b>	<b>Responsibility to Maintain</b>	<b>Cost to Maintain</b>	<b>Example</b>
improvements thereon shall be a LCE appurtenant to the Apartment which is served by such driveway.			affixed to 101 shall be a LCE appurtenant to 101. The Association shall maintain such driveway and each Owner shall pay for such maintenance.
The group mailbox structures situate in front of the building in which the Apartment is located shared by the Apartments located in such building shall be a LCE appurtenant to the Apartments in the building in front of which such group mailbox structure is located. Each Apartment, however, shall have an assigned mailbox labeled with a specific Apartment number, which shall be a LCE appurtenant only to such designated Apartment.	Association	maintenance fee	The mailbox structure for building 1 located in front of building 1 shall be a LCE to the Apartments (101 through 108) located within such building. The individual mailbox within the mailbox structure labeled "101" shall be a LCE appurtenant to 101 only. The Association shall pay for the maintenance of the mailbox structure located in front of building 1 and the individual mailboxes for 101 through 108. Each Owner will be charged for such maintenance.

\* "LCE" is the abbreviation for Limited Common Element, as defined in the Declaration.

**EXHIBIT "G"**

**ENCUMBRANCES AGAINST TITLE**

1. For real property taxes due and owing reference is made to the Director of Finance, City and County of Honolulu.
2. Title to all mineral and metallic mines reserved to the State of Hawaii.
3. Unilateral Agreement and Declaration for Conditional Zoning

Dated: February 21, 1986  
Filed: Document No. 1354687

Amended by that certain Release of Development Agreement and Partial Satisfaction of Unilateral Agreement

Dated: November 12, 1993  
Filed: Document No. 2090355  
Recorded: Document No. 93-195382

4. Unrecorded Amended and Restated Ko Olina Resort Development Agreement

Dated: December 1, 1986

A Short Form of which is:

Dated: December 1, 1986  
Filed: Document No. 1419770

An unrecorded First Amendment to Amended and Restated Ko Olina Resort Development Agreement of which a Short Form is:

Dated: April 7, 1994  
Filed: Document No. 2141539  
(Not noted on Transfer Certificate of Title No. 726,780)

Assignment of Development Agreement

Dated: August 20, 1998  
Filed: Document No. 2479691  
Assigned to: Ko Olina Company, LLC, a Delaware limited liability company

Said Development Agreement was further amended by that certain Short Form of Second Amended and Restated Ko Olina Resort Development Agreement:

Dated: December 21, 1999  
Filed: Document No. 2600070

5. Declaration

Dated: December 1, 1986  
Filed: Document No. 1419771

Amendment to Declaration

Dated: December 7, 1989  
Filed: Document No. 1702235

Second Amendment to Ko Olina Declaration of Conditions, Covenants and Restrictions; Consent

Filed: Document No. 2829644

6. Deed

Dated: December 1, 1986  
Filed: Document No. 1419772

Amended by Amendment of Deed

Dated: May 8, 1991  
Filed: Document No. 1821776

And further amended by Agreement for Partial Termination of Construction Easement and Right of Way and Release of Deed Restriction:

Dated: October 9, 1991  
Filed: Document No. 1857006

7. Declaration

Dated: December 1, 1986  
Filed: Document No. 1419773

Amendments to Declaration

Dated: Document No.:

June 27, 1995	2249998
April 16, 1997	2377790
September 24, 1999	2583045

Consent thereto by West Beach Estates, a Hawaii general partnership, filed concurrently in said Office, as Document No. 2249999.

Said Declaration was assigned by that certain Assignment of Declarant Rights:

Dated: August 20, 1998  
Filed: Document No. 2479692  
By and between: West Beach Estates, a Hawaii general partnership, Assignor, and Ko Olina Development, LLC, a Delaware limited liability company, Assignee

8. Agreement On Water Usage

Dated: December 1, 1986  
Recorded: Book 20098, Page 424  
By and between: F. E. Trotter, Inc., W. H. McVay, Inc., O.R. Cassiday, Inc., and H.C. Cornuelle, Inc., all Hawaii professional corporation, the duly appointed, qualified and acting Trustees under the Will and of the Estate of James Campbell, deceased, acting in their fiduciary and not in their individual corporate capacities, and West Beach Estates, a Hawaii general partnership.

Said Agreement was not noted on Transfer Certificate of Title referred to herein, as set forth by Land Court Order No. 117137, filed June 29, 1994.

Said Water Rights was assigned by that certain Assignment of Water Rights:

Dated: August 20, 1998  
Recorded: Document No. 98-123804  
By and between: West Beach Estates, a Hawaii general partnership, Assignor, and Ko Olina Intangibles, LLC, a Delaware limited liability company, Assignee

9. Certificate of Authorization

Dated: October 8, 1985  
Filed: Document No. 1328029  
Recorded: Book 19004, Page 123

Amendment to Certification and Authorization

Dated: July 3, 1994  
Recorded: Document No. 94-120723  
(Not noted on Transfer Certificate of Title No. 726,780)

10. Easement 1894 (area 599 square feet, more or less) (15 ft. wide) as set forth by:

Land Court Order No.: 92805, Map 450  
Filed: March 6, 1989  
Purpose: Drainage

Amendment as set forth by:

Land Court Order No.: 101785  
Filed: April 12, 1991

11. Easement

Dated: June 6, 1994  
Filed: Document No. 2173046  
Purpose: Drainage facility over said Easement 1894  
In favor of: Ko Olina Community Association, a Hawaii non-profit corporation

12. Easement

Dated: November 28, 1997  
Filed: Document No. 2428617  
Purpose: Utility  
In favor of: Hawaiian Electric Company, Inc., a Hawaii corporation

13. Deed

Dated: January 27, 2001  
Filed: Document No. 2680752

14. Existing improvement(s) as disclosed by that certain ALTA/ACSM Land Title Survey Map dated December 27, 2001, revised 4<sup>th</sup> day of August, 2004, prepared by James R. Thompson, Licensed Professional Land Surveyor, Certificate No. 3627, are as follows:

- a. That certain guy wire extending outside of HECO Easement area on the easterly side of property.
  - b. Two old plantation ditches cross between Lot 4017-A and Lot 4593.
15. 5 ft. building setback line as shown on ALTA/ACSM Land Title Survey Map dated December 27, 2001, revised August 4, 2004, prepared by James R. Thompson, Licensed Professional Land Surveyor, Certificate No. 3627.
  16. 10 ft. building setback line as shown on ALTA/ACSM Land Title Survey Map dated December 27, 2001, revised August 4, 2004, prepared by James R. Thompson, Licensed Professional Land Surveyor, Certificate No. 3627.
  17. Limited Warranty Deed with Acknowledgment  
Dated: December 8, 2004  
Filed: Document No. 3203232
  18. Declaration of Covenants and Restrictions  
Dated: December 8, 2004  
Filed: Document No. 3203233
  19. Declaration of Condominium Property Regime  
Dated: May 5, 2005  
Filed: Document No. 3268918
  20. Bylaws of Association of Apartment Owners  
Dated: May 5, 2005  
Filed: Document No. 3268919
  21. Condominium Map No. 1718

## Estimated Maintenance Fee Disbursement

Ko Olina Hillside  
174 Villa Apartments

Description of Services	Monthly Fee	Yearly Total
<b>Utilities &amp; Services</b>		
Electricity	\$ 4,000	\$ 48,000
Water - Homes	\$ 4,500	\$ 54,000
Sewer	\$ 6,000	\$ 72,000
Telephone	\$ 150	\$ 1,800
Gas	\$ -	\$ -
Cable	\$ -	\$ -
<b>Total Utilities &amp; Services</b>	<b>\$ 14,650</b>	<b>\$ 175,800</b>
<b>Maintenance, Repairs &amp; Supplies</b>		
Building	\$ 1,400	\$ 16,800
Janitorial	\$ 3,000	\$ 36,000
Grounds Maintenance / Tree Trimming	\$ 9,000	\$ 108,000
Landscaping Water Feature	\$ -	\$ -
Pool / Spa Maintenance	\$ 500	\$ 6,000
Pool / Spa Repairs	\$ 250	\$ 3,000
Pest Control	\$ 2,000	\$ 24,000
Equipment Maintenance	\$ 1,500	\$ 18,000
Supplies - miscellaneous	\$ 250	\$ 3,000
Trash Collection	\$ 4,000	\$ 48,000
<b>Total Maintenance, Repairs &amp; Supplies</b>	<b>\$ 21,900</b>	<b>\$ 262,800</b>
<b>Management</b>		
General Manager	\$ 3,000	\$ 36,000
Rental/Resident Manager's Unit	\$ -	\$ -
Maintenance Personnel	\$ 2,500	\$ 30,000
Watchman / Security Patrol	\$ 2,500	\$ 30,000
Management Fee	\$ 3,000	\$ 36,000
Design Review Services	\$ 200	\$ 2,400
Misc/Office/Education Expense	\$ 100	\$ 1,200
Payroll Preparation	\$ 200	\$ 2,400
Payroll Taxes	\$ 300	\$ 3,600
Meeting Expenses	\$ 200	\$ 2,400
<b>Total Management</b>	<b>\$ 12,000</b>	<b>\$ 144,000</b>
<b>Insurance</b>		
Property	\$ 10,000	\$ 120,000
Liability	\$ 700	\$ 8,400
Umbrella	\$ 300	\$ 3,600
Flood Insurance	\$ 1,600	\$ 19,200
Directors & Officers	\$ 200	\$ 2,400
Fidelity Bond	\$ 200	\$ 2,400
<b>Subtotal</b>	<b>\$ 13,000</b>	<b>\$ 156,000</b>
Medical	\$ 300	\$ 3,600
Workers Compensation	\$ 200	\$ 2,400
TDI	\$ 100	\$ 1,200
<b>Total Insurance</b>	<b>\$ 600</b>	<b>\$ 7,200</b>
<b>Taxes &amp; Government Assessments</b>	<b>\$ 100</b>	<b>\$ 1,200</b>
<b>Professional Services / Legal / Other</b>	<b>\$ 300</b>	<b>\$ 3,600</b>
<b>Audit / Tax Preparation</b>	<b>\$ 275</b>	<b>\$ 3,300</b>
<b>Reserves - Capital Reserve</b>	<b>\$ 17,400</b>	<b>\$ 208,800</b>
<b>Master Association Dues</b>	<b>\$ 16,000</b>	<b>\$ 192,000</b>
<b>Total</b>	<b>\$ 96,225</b>	<b>\$ 1,154,700</b>

I, Glenn S. Nekamura, as agent for/and/or employed by Royal Hawaiian Resorts, LLC, the condominium managing agent for Ko Olina Hillside Villas project, hereby certify that the above estimates of initial maintenance fee assessments and maintenance fee disbursements were prepared in accordance with generally accepted accounting principles on an accrual basis.

  
Signature

February 14, 2005

Date

Pursuant to 514A-83.6, Hawaii Revised Statutes, a new association created after January 1, 1993 need not collect estimated replacement reserves until the fiscal year which begins after the association's first annual meeting. Developer has not conducted a reserve study for the Project. The budget amount for Reserves is an estimate only.

Estimate of Initial Maintenance Fee

Ko Olina Hillside  
174 Villa Apartments

Apartment Number	Percentage Common Interest	Monthly	Annual
101	0.620249%	\$ 596.83	\$ 7,162.02
102	0.620221%	\$ 596.81	\$ 7,161.69
103	0.518702%	\$ 499.12	\$ 5,989.45
104	0.518702%	\$ 499.12	\$ 5,989.45
105	0.518702%	\$ 499.12	\$ 5,989.45
106	0.518702%	\$ 499.12	\$ 5,989.45
107	0.620221%	\$ 596.81	\$ 7,161.69
108	0.620221%	\$ 596.81	\$ 7,161.69
201	0.620221%	\$ 596.81	\$ 7,161.69
202	0.620221%	\$ 596.81	\$ 7,161.69
203	0.518702%	\$ 499.12	\$ 5,989.45
204	0.518702%	\$ 499.12	\$ 5,989.45
205	0.518702%	\$ 499.12	\$ 5,989.45
206	0.518702%	\$ 499.12	\$ 5,989.45
207	0.620221%	\$ 596.81	\$ 7,161.69
208	0.620221%	\$ 596.81	\$ 7,161.69
301	0.620221%	\$ 596.81	\$ 7,161.69
302	0.620221%	\$ 596.81	\$ 7,161.69
303	0.518702%	\$ 499.12	\$ 5,989.45
304	0.518702%	\$ 499.12	\$ 5,989.45
305	0.518702%	\$ 499.12	\$ 5,989.45
306	0.518702%	\$ 499.12	\$ 5,989.45
307	0.620221%	\$ 596.81	\$ 7,161.69
308	0.620221%	\$ 596.81	\$ 7,161.69
401	0.620221%	\$ 596.81	\$ 7,161.69
402	0.620221%	\$ 596.81	\$ 7,161.69
403	0.518702%	\$ 499.12	\$ 5,989.45
404	0.518702%	\$ 499.12	\$ 5,989.45
405	0.518702%	\$ 499.12	\$ 5,989.45
406	0.518702%	\$ 499.12	\$ 5,989.45
407	0.620221%	\$ 596.81	\$ 7,161.69
408	0.620221%	\$ 596.81	\$ 7,161.69
501	0.620221%	\$ 596.81	\$ 7,161.69
502	0.620221%	\$ 596.81	\$ 7,161.69
503	0.518702%	\$ 499.12	\$ 5,989.45
504	0.518702%	\$ 499.12	\$ 5,989.45
505	0.518702%	\$ 499.12	\$ 5,989.45
506	0.518702%	\$ 499.12	\$ 5,989.45
507	0.620221%	\$ 596.81	\$ 7,161.69
508	0.620221%	\$ 596.81	\$ 7,161.69
601	0.620221%	\$ 596.81	\$ 7,161.69
602	0.620221%	\$ 596.81	\$ 7,161.69
603	0.518702%	\$ 499.12	\$ 5,989.45
604	0.518702%	\$ 499.12	\$ 5,989.45
605	0.518702%	\$ 499.12	\$ 5,989.45

Estimate of Initial Maintenance Fee

Ko Olina Hillside  
174 Villa Apartments

Apartment Number	Percentage Common Interest	Monthly	Annual
606	0.518702%	\$ 499.12	\$ 5,989.45
607	0.620221%	\$ 596.81	\$ 7,161.69
608	0.620221%	\$ 596.81	\$ 7,161.69
701	0.620221%	\$ 596.81	\$ 7,161.69
702	0.620221%	\$ 596.81	\$ 7,161.69
703	0.518702%	\$ 499.12	\$ 5,989.45
704	0.518702%	\$ 499.12	\$ 5,989.45
705	0.518702%	\$ 499.12	\$ 5,989.45
706	0.518702%	\$ 499.12	\$ 5,989.45
707	0.620221%	\$ 596.81	\$ 7,161.69
708	0.620221%	\$ 596.81	\$ 7,161.69
801	0.620221%	\$ 596.81	\$ 7,161.69
802	0.620221%	\$ 596.81	\$ 7,161.69
803	0.518702%	\$ 499.12	\$ 5,989.45
804	0.518702%	\$ 499.12	\$ 5,989.45
805	0.518702%	\$ 499.12	\$ 5,989.45
806	0.518702%	\$ 499.12	\$ 5,989.45
807	0.620221%	\$ 596.81	\$ 7,161.69
808	0.620221%	\$ 596.81	\$ 7,161.69
901	0.620221%	\$ 596.81	\$ 7,161.69
902	0.620221%	\$ 596.81	\$ 7,161.69
903	0.518702%	\$ 499.12	\$ 5,989.45
904	0.518702%	\$ 499.12	\$ 5,989.45
905	0.518702%	\$ 499.12	\$ 5,989.45
906	0.518702%	\$ 499.12	\$ 5,989.45
907	0.620221%	\$ 596.81	\$ 7,161.69
908	0.620221%	\$ 596.81	\$ 7,161.69
1001	0.620221%	\$ 596.81	\$ 7,161.69
1002	0.620221%	\$ 596.81	\$ 7,161.69
1003	0.518702%	\$ 499.12	\$ 5,989.45
1004	0.518702%	\$ 499.12	\$ 5,989.45
1005	0.518702%	\$ 499.12	\$ 5,989.45
1006	0.518702%	\$ 499.12	\$ 5,989.45
1007	0.620221%	\$ 596.81	\$ 7,161.69
1008	0.620221%	\$ 596.81	\$ 7,161.69
1101	0.620221%	\$ 596.81	\$ 7,161.69
1102	0.620221%	\$ 596.81	\$ 7,161.69
1103	0.518702%	\$ 499.12	\$ 5,989.45
1104	0.518702%	\$ 499.12	\$ 5,989.45
1105	0.518702%	\$ 499.12	\$ 5,989.45
1106	0.518702%	\$ 499.12	\$ 5,989.45
1107	0.620221%	\$ 596.81	\$ 7,161.69
1108	0.620221%	\$ 596.81	\$ 7,161.69
1201	0.620221%	\$ 596.81	\$ 7,161.69
1202	0.620221%	\$ 596.81	\$ 7,161.69

Estimate of Initial Maintenance Fee

Ko Olina Hillside  
174 Villa Apartments

Apartment Number	Percentage Common Interest	Monthly	Annual
1203	0.518702%	\$ 499.12	\$ 5,989.45
1204	0.518702%	\$ 499.12	\$ 5,989.45
1205	0.518702%	\$ 499.12	\$ 5,989.45
1206	0.518702%	\$ 499.12	\$ 5,989.45
1207	0.620221%	\$ 596.81	\$ 7,161.69
1208	0.620221%	\$ 596.81	\$ 7,161.69
1301	0.620221%	\$ 596.81	\$ 7,161.69
1302	0.620221%	\$ 596.81	\$ 7,161.69
1303	0.518702%	\$ 499.12	\$ 5,989.45
1304	0.518702%	\$ 499.12	\$ 5,989.45
1305	0.518702%	\$ 499.12	\$ 5,989.45
1306	0.518702%	\$ 499.12	\$ 5,989.45
1307	0.620221%	\$ 596.81	\$ 7,161.69
1308	0.620221%	\$ 596.81	\$ 7,161.69
1401	0.620221%	\$ 596.81	\$ 7,161.69
1402	0.620221%	\$ 596.81	\$ 7,161.69
1403	0.518702%	\$ 499.12	\$ 5,989.45
1404	0.518702%	\$ 499.12	\$ 5,989.45
1405	0.620221%	\$ 596.81	\$ 7,161.69
1406	0.620221%	\$ 596.81	\$ 7,161.69
1501	0.620221%	\$ 596.81	\$ 7,161.69
1502	0.620221%	\$ 596.81	\$ 7,161.69
1503	0.518702%	\$ 499.12	\$ 5,989.45
1504	0.518702%	\$ 499.12	\$ 5,989.45
1505	0.620221%	\$ 596.81	\$ 7,161.69
1506	0.620221%	\$ 596.81	\$ 7,161.69
1601	0.620221%	\$ 596.81	\$ 7,161.69
1602	0.620221%	\$ 596.81	\$ 7,161.69
1603	0.518702%	\$ 499.12	\$ 5,989.45
1604	0.518702%	\$ 499.12	\$ 5,989.45
1605	0.620221%	\$ 596.81	\$ 7,161.69
1606	0.620221%	\$ 596.81	\$ 7,161.69
1701	0.620221%	\$ 596.81	\$ 7,161.69
1702	0.620221%	\$ 596.81	\$ 7,161.69
1703	0.518702%	\$ 499.12	\$ 5,989.45
1704	0.518702%	\$ 499.12	\$ 5,989.45
1705	0.620221%	\$ 596.81	\$ 7,161.69
1706	0.620221%	\$ 596.81	\$ 7,161.69
1801	0.620221%	\$ 596.81	\$ 7,161.69
1802	0.620221%	\$ 596.81	\$ 7,161.69
1803	0.518702%	\$ 499.12	\$ 5,989.45
1804	0.518702%	\$ 499.12	\$ 5,989.45
1805	0.620221%	\$ 596.81	\$ 7,161.69
1806	0.620221%	\$ 596.81	\$ 7,161.69
1901	0.620221%	\$ 596.81	\$ 7,161.69

Estimate of Initial Maintenance Fee

Ko Olina Hillside  
174 Villa Apartments

Apartment Number	Percentage Common Interest	Monthly	Annual
1902	0.620221%	\$ 596.81	\$ 7,161.69
1903	0.518702%	\$ 499.12	\$ 5,989.45
1904	0.518702%	\$ 499.12	\$ 5,989.45
1905	0.620221%	\$ 596.81	\$ 7,161.69
1906	0.620221%	\$ 596.81	\$ 7,161.69
2001	0.620221%	\$ 596.81	\$ 7,161.69
2002	0.620221%	\$ 596.81	\$ 7,161.69
2003	0.518702%	\$ 499.12	\$ 5,989.45
2004	0.518702%	\$ 499.12	\$ 5,989.45
2005	0.518702%	\$ 499.12	\$ 5,989.45
2006	0.518702%	\$ 499.12	\$ 5,989.45
2007	0.620221%	\$ 596.81	\$ 7,161.69
2008	0.620221%	\$ 596.81	\$ 7,161.69
2101	0.620221%	\$ 596.81	\$ 7,161.69
2102	0.620221%	\$ 596.81	\$ 7,161.69
2103	0.518702%	\$ 499.12	\$ 5,989.45
2104	0.518702%	\$ 499.12	\$ 5,989.45
2105	0.620221%	\$ 596.81	\$ 7,161.69
2106	0.620221%	\$ 596.81	\$ 7,161.69
2201	0.620221%	\$ 596.81	\$ 7,161.69
2202	0.620221%	\$ 596.81	\$ 7,161.69
2203	0.518702%	\$ 499.12	\$ 5,989.45
2204	0.518702%	\$ 499.12	\$ 5,989.45
2205	0.620221%	\$ 596.81	\$ 7,161.69
2206	0.620221%	\$ 596.81	\$ 7,161.69
2301	0.620221%	\$ 596.81	\$ 7,161.69
2302	0.620221%	\$ 596.81	\$ 7,161.69
2303	0.518702%	\$ 499.12	\$ 5,989.45
2304	0.518702%	\$ 499.12	\$ 5,989.45
2305	0.620221%	\$ 596.81	\$ 7,161.69
2306	0.620221%	\$ 596.81	\$ 7,161.69
2401	0.620221%	\$ 596.81	\$ 7,161.69
2402	0.620221%	\$ 596.81	\$ 7,161.69
2403	0.518702%	\$ 499.12	\$ 5,989.45
2404	0.518702%	\$ 499.12	\$ 5,989.45
2405	0.518702%	\$ 499.12	\$ 5,989.45
2406	0.518702%	\$ 499.12	\$ 5,989.45
2407	0.620221%	\$ 596.81	\$ 7,161.69
2408	0.620221%	\$ 596.81	\$ 7,161.69
<b>TOTAL</b>	<b>100.000000%</b>	<b>\$ 96,225.00</b>	<b>\$ 1,154,700.00</b>

**EXHIBIT "I"**

**SUMMARY OF DEPOSIT RECEIPT, RESERVATION AGREEMENT AND/OR SALES CONTRACT**

Capitalized terms have the same meaning as ascribed to such terms in the Deposit Receipt, Reservation Agreement and/or Sales Contract ("Sales Contract").

The specimen Sales Contract, filed with the State of Hawaii Real Estate Commission, provides for, among other things, a description of the Apartment to be sold, the purchase price, the closing costs, the time, manner and place of payment, the Purchaser's obligations regarding financing, the Seller's warranties and disclaimers regarding the Condominium Map and the Project, and the remedies of the Seller and of the Purchaser in the event of a default under the Sales Contract.

Among other provisions the specimen Sales Contract provides:

1. Notwithstanding any other provision of the Sales Contract to the contrary, the Sales Contract shall become binding upon (i) delivery by Seller of a copy of the Contingent Final Public Report or Final Public Report for the Project (if any), either personally or by registered or certified mail with return receipt requested, and the receipt and notice ("Receipt and Notice Form") advising Purchaser of Purchaser's right to cancel the Sales Contract, (ii) Purchaser having been given an opportunity to read said report(s), (iii) Purchaser's waiver of Purchaser's right to cancel the Sales Contract pursuant to the terms of the Receipt and Notice Form, and (iv) if the Sales Contract is entered into prior to the effective date of the Contingent Final Public Report, or if there is no Contingent Final Public Report, prior to the effective date of the Final Public Report, then, upon delivery of the Contingent Final Public Report or Final Public Report, as applicable, Purchaser's and Seller's execution of an Affirmation Instrument agreeing to render the Sales Contract a binding contract. IF PURCHASER FAILS TO EXECUTE SAID AFFIRMATION INSTRUMENT AND RETURN THE AFFIRMATION INSTRUMENT TO SELLER WITHIN THIRTY (30) DAYS OF PURCHASER'S RECEIPT THEREOF, THE SALES CONTRACT SHALL AT SELLER'S OPTION, BE CANCELLED, AND SELLER SHALL THEREUPON CAUSE ESCROW TO REFUND PAYMENTS PREVIOUSLY MADE BY PURCHASER WITHOUT INTEREST, LESS ANY ESCROW CANCELLATION FEES.

Purchaser may cancel the Sales Contract within thirty (30) days of Purchaser's receipt of the Contingent Final Public Report or, if no Contingent Final Public Report has been issued, the Final Public Report. It is understood that Purchaser may, at any time after Purchaser's receipt of the Receipt and Notice Form, waive Purchaser's right to cancel the Sales Contract. If Purchaser shall fail to execute the Receipt and Notice Form within thirty (30) days of Purchaser's receipt of the Receipt and Notice Form, Purchaser shall be deemed to have received the Contingent Final Public Report or Final Public Report ("Deemed Receipt") and waived Purchaser's right to cancel the Sales Contract (by Purchaser's failure to give said written notice of cancellation). The conveyance of the Apartment to the Purchaser within the thirty (30)-day period referenced above shall also be treated as a Deemed Receipt of the Contingent Final Public Report or Final Public Report and as a waiver by Purchaser of Purchaser's right to cancel the Sales Contract.

If the Sales Contract shall become binding prior to the issuance of an effective date for a Final Public Report, the issuance of an effective date for a Final Public Report for the Project by the Real Estate Commission prior to the expiration of the Contingent Final Public Report (and/or any Supplementary Public Report) shall not affect the enforceability of Purchaser's obligations under the Sales Contract. The Sales Contract will continue to be binding on Purchaser. Moreover, upon the issuance of said Final Public Report, Seller shall not be required to deliver to the Purchaser the Final Public Report, together with a Receipt and Notice Form, but may instead promptly deliver to Purchaser a disclosure statement, informing Purchaser that the Real Estate Commission has issued an effective date for the Final Public Report. The disclosure statement shall also contain all information contained in the Final Public Report that is not contained in the Contingent Final Public Report.

If an effective date for a Final Public Report is not issued by the Real Estate Commission prior to the expiration of the Contingent Final Public Report and/or any Supplementary Public Report, as the case may be, then Seller shall notify the Purchaser by certified mail, and the Seller or the Purchaser may rescind the Sales

Contract and, in such event, the Purchaser shall be entitled to a prompt refund of the Purchaser's entire deposit plus any escrow fees that Purchaser may have paid less any escrow cancellation fees.

2. The Seller has entered into an Escrow Agreement, summarized in Exhibit J herein, with Island Title Corporation ("Escrow"), covering the deposit with Escrow of all funds paid by the Purchaser under the Sales Contract and the disbursement of the funds by Escrow. In the event a purchase is cancelled, Escrow may charge a cancellation fee on account of escrow services performed not to exceed \$250.00.

3. The Sales Contract requires the Purchaser to pay the Total Purchase Price by a series of payments prior to Closing. Such payments include the Reservation Deposit due upon execution of the Deposit and Reservation Agreement, and the initial payment when Purchaser signs the Sales Contract. Purchaser shall then deposit at or prior to Closing, the remaining balance due.

4. The Sales Contract provides that Purchaser will not receive any interest on Purchaser's Deposits. All interest on Purchaser's Deposits, if any, shall accrue to Seller.

5. Purchaser's obligations under the Sales Contract are not contingent or conditional on Purchaser's ability to secure financing from a mortgage lender or on Purchaser's ability to sell Purchaser's current residence or any other property. Financing by Seller of any portion of the Total Purchase Price is not available.

6. The Sales Contract provides that closing costs and expenses shall be allocated as follows: Seller shall pay 60% of the premium for the Title Policy, the cost of drafting of conveyance documents, Seller's notary fees, conveyance tax, and 50% of escrow fees. Purchaser shall pay 40% of the premium for the Title Policy, and any additional costs relating to the issuance of extended coverage policy (including a lender's policy), the cost of drafting of any revisions or addenda to the Sales Contract in addition to those listed in Section C.4 of the Sales Contract, if any, the cost of obtaining Purchasers consents, if any, Purchaser's notary fees, all recording fees, 50% of escrow fees, any mortgage fees, and Hawaii General Excise Tax. The Sales Contract also provides that at Closing Purchaser shall pay (a) one (1) month's maintenance fee for the Condominium Association, and (b) a non-refundable, non-transferable start-up fee to the Condominium Association in the amount equal to two (2) months' maintenance fee assessments. These start-up fees are one-time assessments at Closing and are not advance payments of common expenses or assessments, and shall be in addition to the normal monthly assessments.

7. The Sales Contract provides that Seller shall complete construction of the building constituting the Apartment or the building in which the Apartment is located so as to permit normal occupancy of the Apartment covered by the Sales Contract within two (2) years from the Effective Date, as defined in the Sales Contract; provided, however, that such two (2) year period shall be extended for any period of time during which Seller is actually and necessarily delayed in beginning or completing construction if such delay is caused by legal defenses for impossibility of performance available under Hawaii law, including, but not limited to, fire, earthquake, act of God, the elements, war or civil disturbances, litigation, strikes or other labor disturbances, or economic controls making it impossible to obtain the necessary labor or materials, or any other matter or condition beyond Seller's control.

8. The Sales Contract provides that Purchaser may purchase upgrades, including modifications or additions to, or upgrades of, the standard fixtures, appliances and/or layout of the Apartment to be made by Seller, pursuant to an upgrade addendum attached to the Sales Contract upon Purchaser's execution of the Sales Contract. Purchaser must deposit one hundred percent (100%) of the purchase price of the upgrades upon Purchaser's execution of the upgrade addendum.

9. The Sales Contract provides that it shall not be construed as a present transfer of any rights or of any interest in the Apartment, but rather states that it is an agreement to transfer in the future. By execution of the Sales Contract, the Purchaser agrees to waive, relinquish and subordinate the priority or superiority of any lien or other legal or equitable interest arising under the Sales Contract in favor of the lien or charge on the Project of the security interests of the Lender, including but not limited to any lien, mortgage or charge securing a loan made to finance the acquisition of the land and the costs of construction (if applicable) and any and all advances therefore until the filing of the Apartment Deed.

10. The Sales Contract provides that it may not be assigned by Purchaser. Any assignment of the Sales Contract is void and of no legal effect. Notwithstanding the foregoing, Purchaser may assign its rights under the Sales Contract to affiliated entities for estate planning purposes without the consent of Seller, provided that any such assignment shall not release Purchaser from its obligations under the Sales Contract. In the event that Purchaser decides to make such an assignment for estate planning purposes, Purchaser shall provide written notice thereof to Seller at least fifteen (15) days prior to the Closing Date, as defined in the Sales Contract, and shall provide to Seller copies of such documents as Seller, in its sole and absolute discretion, deems necessary to complete Closing.

11. The Sales Contract provides that any dispute by or between Seller and Purchaser arising out of or incident to the Sales Contract, or the development or management of the Project, the sale of the Apartment or the use or occupancy thereof, or any other aspect of the relationship between Seller and Purchaser regarding the Project which is raised or otherwise asserted after Closing shall be submitted to mediation and, if necessary, to arbitration in accordance with the terms, conditions and procedures set forth in the Sales Contract. The Sales Contract also provides that any dispute by or between Seller and Purchaser arising out of or incident to the Sales Contract that is raised or otherwise asserted before Closing need not be submitted to arbitration, and Seller and Purchaser shall be free to pursue such dispute, as otherwise provided herein, in proceedings in a court of competent jurisdiction, provided that any judicial proceedings initiated shall be conducted in Honolulu, Hawaii.

THE ABOVE SUMMARY IS NOT INTENDED TO BE A THOROUGH AND EXHAUSTIVE EXPLANATION OF ALL TERMS AND PROVISIONS CONTAINED IN THE SALES CONTRACT. WHILE A PURCHASER CAN USE THIS SUMMARY AS A GENERAL SUMMARY OF THE PURCHASER'S RIGHTS AND OBLIGATIONS UNDER THE SALES CONTRACT, PURCHASER MUST REFER TO THE SALES CONTRACT TO DETERMINE PURCHASER'S ACTUAL RIGHTS AND OBLIGATIONS. IF ANY CONFLICT OR DIFFERENCE EXISTS BETWEEN THIS SUMMARY AND THE SALES CONTRACT, THE SALES CONTRACT WILL CONTROL.

**EXHIBIT "J"**

**SUMMARY OF ESCROW AGREEMENT**

The Escrow Agreement for the Project dated February 9, 2005 ("Agreement") contains the following provisions (which may be modified or otherwise limited by provisions which are not summarized hereinbelow):

A. As and when Seller and prospective Purchaser enters into a Deposit and Reservation Agreement for the right to participate in a lottery for the reservation and purchase of an Apartment in the Project ("Reservation Agreement"), it shall require payment of deposit due thereunder to be promptly made to Escrow, and shall deliver an executed copy of the Reservation Agreement to Escrow together with the address of prospective Purchaser. Seller shall also promptly pay over to Escrow all monies (including checks) received by Seller from or on behalf of the prospective Purchaser.

B. As and when Seller shall enter into a Sales Contract for the conveyance of an Apartment or other interest in the Project ("Sales Contract"), it shall require the payment of deposit due thereunder to be promptly made to Escrow, and shall deliver an executed copy of the Sales Contract to Escrow together with the address of the Purchaser. Seller shall also promptly pay over to Escrow all monies (including checks) received by Seller from or on behalf of the Purchasers, including those received on any Sales Contract, and all payments made on loan commitments from lending institutions on account of any Apartment in the Project, other than funds received from interim financing.

C. Escrow shall receive, deposit and hold in separate escrow accounts and disburse as set forth in the Agreement: (a) all payments received by it under Reservation Agreements and Sales Contracts, (b) such sums received by it under the Agreement from or for the account of Seller, and (c) all sums received by it from any other source with respect to the Project. Escrow shall not at any time commingle or permit the commingling of any Purchaser's funds with funds belonging to or held for the benefit of Seller. All funds and instruments received from Purchasers or prospective Purchasers shall be held by Escrow in accordance with the provisions contained in Chapter 514A of the Hawaii Revised Statutes. All monies received by Escrow hereunder shall be deposited, within a reasonable time of the receipt by Escrow and in reasonably convenient and practical sums, in an interest-bearing account with a federally insured bank, savings and loan or trust company authorized to do business in the State of Hawaii under an escrow arrangement, and shall be held in immediately available funds in accordance with the terms of the Agreement. All income derived from said account, and all interest paid thereon, shall be credited to the account of Seller unless otherwise directed by a Seller.

D. Notwithstanding anything in the Agreement to the contrary, Escrow shall make no disbursements of Purchasers' funds or proceeds from the sale of Apartments in the Project (including any payments made on loan commitments from lending institutions), except by way of refunds thereof as provided in the Agreement, until the Final Public Report for the particular phase of the Project under which such disbursement is requested, has been issued and Escrow has received a letter from Seller stating that the Purchasers have signed the required Receipt and Notice of Right to Cancel or are deemed to have receipted for the public reports and to have waived their right to cancel, and stating further that no subsequent events have occurred which would give the Purchasers the right to rescind, the Sales Contracts have "become binding" and "the requirements of Sections 514A-40, 514A-39.5 and 514A-63" of the Hawaii Revised Statutes have been met, as said phrases are used in Section 514A-65, Hawaii Revised Statutes, and further that the requirements of Section 514A-62 of the Hawaii Revised Statutes have been met.

E. Purchaser's funds may be used for construction and other allowable expenses in accordance with Section 514A-67 of the Condominium Property Act, as amended, and as enumerated in the Agreement and defined below prior to closing, provided that all the requirements in provision D. above have been met. If funds are to be used for construction prior to closing, the funds shall be distributed by Escrow upon the submission of bills and upon direction to do so from Seller and a qualified financially disinterested person from time to time to pay for: (a) construction costs of the buildings and improvements in proportion to the valuation of the work completed by the contractor in accordance with the contract documents, as certified by a registered architect or engineer and approved for payment by a qualified financially disinterested person; (b) architectural, engineering, and interior design service fees in proportion to the services performed within each phase of services, as approved by a qualified financially disinterested person; (c) the costs of purchasing furnishings and fixtures for the Apartments, as approved by a

qualified financially disinterested person; (d) finance and legal fees, and other incidental expenses of constructing the Apartments or developing the Project, as approved by a qualified financially disinterested person; and (e) such other costs incurred in connection with the construction of the improvements of the Project as a qualified financially disinterested person may approve. Any funds remaining shall not be disbursed until construction of the Project has been completed (or until construction of the particular Apartment being conveyed has been completed to the extent that the Condominium Property Act permits such disbursement) and Escrow receives satisfactory evidence that all mechanics' and materialmen's liens have been cleared (or, to the extent permitted by the Condominium Property Act, have been dealt with in such a fashion as to avoid non-compliance with Section 514A-18 of the Condominium Property Act), unless sufficient funds have been set aside for any bonafide dispute.

F. Each Purchaser shall be entitled to a return of his or her funds, without interest, and Escrow shall pay such funds to such Purchaser, promptly after request for return by the Purchaser if one of the following has occurred:

(1) Escrow receives a written request from Seller to return to the Purchaser the funds of the Purchaser then being held by Escrow;

(2) Seller notifies Escrow in writing of Seller's exercise of the option to rescind the Sales Contract pursuant to any right of rescission stated therein or otherwise available to Seller;

(3) The conditions providing for a refund under Section 514A-62 or under Section 514A-63 of the Hawaii Revised Statutes (as amended on the date upon which the Sales Contract becomes binding and effective) have been met, and written notice thereof has been provided by Seller.

(4) The conditions providing for refund under Section 514A-62 or under Section 514A-63 of the Hawaii Revised Statutes, as amended, have been met and which notice thereof has been provided by Seller.

Upon the cancellation of any Sales Contract as specified above, Escrow shall be entitled to a cancellation fee commensurate with the services rendered by Escrow prior to such cancellation, up to a maximum of \$250.00, as described in Exhibit "A" of the Agreement, plus all costs incurred by Escrow, which shall be paid by the Purchaser.

G. Except as otherwise provided by law, Escrow shall give each purchaser entitled to a return of his or her funds notice thereof by certified or registered mail, addressed to such purchaser at his address shown on the Sales Contract or any address later made known to Escrow by such purchaser. If such purchaser shall not have claimed such refund within one hundred twenty (120) days from the date said notice is mailed, Escrow shall deposit such funds into a special account in a bank or other depository selected by Escrow in the name of Seller, as trustee for the benefit of such purchaser. After having sent Seller written notice of the foregoing acts, Escrow shall thereupon be released from further liability hereunder with respect to such funds and such purchaser.

H. If the Purchaser fails to make any payment on or before the due date thereof or if the Purchaser does or fails to do any act which would constitute an event of default under the Sales Contract, Seller shall promptly give to such Purchaser and to Escrow, written notice of default. If Purchaser has failed to cure the default after the delivery of notice by Escrow and such default continues after the expiration of any grace period, Escrow shall so advise Seller. If Seller shall thereafter certify in writing to Escrow: (1) that Seller has elected to terminate the Sales Contract and has notified the Purchaser, or (2) that Purchaser is otherwise in default, then, and in either event, Escrow, subject to the provisions relating to dispute and conflicting demands set forth in paragraph 15 of the Agreement, shall thereafter treat all funds of the Purchaser paid under such Sales Contract, less Escrow's cancellation fee, as funds of Seller and not of the Purchaser. Thereafter, such funds shall be held free of the escrow established by the Agreement and shall be held by Escrow for the account of Seller. Upon written request by Seller, Escrow shall pay such funds to Seller or order and shall return to Seller the Sales Contract of such Purchaser and any other documents theretofore delivered to Escrow in connection with the purchase of the Apartment specified in such Sales Contract shall be returned to the person from whom or entity from which such documents were received.

\* \* \* \* \*

THE ABOVE SUMMARY IS NOT INTENDED TO BE A THOROUGH AND EXHAUSTIVE EXPLANATION OF ALL TERMS AND PROVISIONS CONTAINED IN THE ESCROW AGREEMENT. WHILE A PURCHASER CAN USE THIS SUMMARY AS A GENERAL SUMMARY OF THE ESCROW AGREEMENT, PURCHASER MUST REFER TO THE ESCROW AGREEMENT TO DETERMINE PURCHASER'S ACTUAL RIGHTS AND OBLIGATIONS. IF ANY CONFLICT OR DIFFERENCE EXISTS BETWEEN THIS SUMMARY AND THE ESCROW AGREEMENT, THE ESCROW AGREEMENT WILL CONTROL.

**EXHIBIT "K"**

**SUMMARY OF DEED FORM**

Capitalized terms have the same meaning ascribed to such terms in the Apartment Deed.

The specimen Apartment Deed, Encumbrances and Reservations of Rights for Ko Olina Hillside Villas ("Deed" or "Apartment Deed") contains, among others, the following provisions (which may be modified or otherwise limited by provisions which are not summarized hereinbelow):

A. The premises conveyed comprise a portion of the Ko Olina Hillside Villas condominium property regime ("Project") situate at Honouliuli, Ewa, City and County of Honolulu, State of Hawaii.

B. The Developer ("Developer") is the lawful Owner of the fee simple interest in the real property and the rights to be transferred to the Purchaser; the same are free and clear of and from all encumbrances except as identified in the Deed and except for the lien of real property taxes not yet by law required to be paid; the Developer has good right and title to sell and convey said real property in the manner set forth in the Deed; and the Developer will WARRANT AND DEFEND the same unto the Purchaser forever against the lawful claims and demands of all persons, except as mentioned in the Deed.

C. Purchaser agrees and consents to the exercise by Developer of any of its reserved rights set forth in the Deed and in the Declaration, and Purchaser agrees to sign such documents and do such things as may be required to permit Developer to exercise those reserved rights, including the signing, delivering and filing of all documents which may be necessary. Purchaser appoints Developer as Purchaser's "attorney-in-fact" which means that Developer can act for Purchaser or on Purchaser's behalf, with "full power of substitution," which means that someone else may take Developer's place to sign, deliver and file all documents and to do all things on Purchaser's behalf, which grant of authority, being coupled with an interest, which means that the Developer has an interest beyond just in the power Purchaser is giving, the power of attorney cannot be revoked by Purchaser for the term of the reserved rights, and the power of attorney will not be affected by Purchaser's disability.

D. Purchaser agrees, for the benefit of all other Owners of the other Apartments in the Project, to at all times observe, perform, comply with and abide by all of the covenants, agreements, obligations, conditions and other provisions set forth in the Declaration, Master Declarations, the Bylaws and the House Rules as any of the same exist or may hereafter be amended in accordance with law, and accepts and approves of the Declaration, Master Declarations, Bylaws and House Rules.

\* \* \* \* \*

THE ABOVE SUMMARY IS NOT INTENDED TO BE A THOROUGH AND EXHAUSTIVE EXPLANATION OF ALL TERMS AND PROVISIONS CONTAINED IN THE APARTMENT DEED. WHILE A PURCHASER CAN USE THIS SUMMARY AS A GENERAL SUMMARY OF THE APARTMENT DEED, PURCHASER MUST REFER TO THE APARTMENT DEED TO DETERMINE PURCHASER'S ACTUAL RIGHTS AND OBLIGATIONS. IF ANY CONFLICT OR DIFFERENCE EXISTS BETWEEN THIS SUMMARY AND THE APARTMENT DEED, THE APARTMENT DEED WILL CONTROL.

**EXHIBIT "L"**

**SPECIAL USE RESTRICTIONS**

Capitalized terms have the same meaning ascribed to such terms in the Declaration.

A. **USES OTHER THAN RESIDENTIAL USE OF APARTMENTS PROHIBITED.** Except as provided in Article VI of the Declaration, the Apartments shall be occupied and used only as private dwellings by the respective Owners thereof, their tenants, families, domestic servants and social guests, and for no other purpose. Notwithstanding anything contained herein or in law to the contrary, the Apartments in the Project or any interest therein shall not be the subject of or sold, transferred, conveyed, leased, occupied, rented or used at any time under a time share plan (as defined in Hawaii Revised Statutes, Chapter 514E, as amended) or similar arrangement or program whether covered by Chapter 514E or not, or under any so-called "fractional ownership", "fractional interest ownership", "rental pool", "vacation license", "travel club membership", "club membership", "membership club" or "time-interval ownership" or "interval ownership" as offered and established through a third party vacation membership service provider who is in the business of providing such programs. Furthermore, the Apartments shall not be used for transient or hotel purposes, which are defined as (i) rental for any period less than thirty (30) days, or (ii) any rental in which the occupants of the Apartment are provided customary hotel or rental services. No business or trade of any kind may be conducted in or from any Apartment or any portion of the Project except that an Owner or occupant residing in an Apartment may conduct business activity within the Apartment so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from the exterior of the Apartment; (b) the business activity conforms to all zoning requirements for the Project; (c) the business activity does not involve persons coming onto the Project who do not reside in the Project; (d) the business activity does not increase the liability or casualty insurance obligation or premium of the Association; and (e) the business activity is consistent with the residential character of the Project and does not constitute a nuisance or hazardous or offensive use, as may be determined in the sole discretion of the Board.

The terms "business" and "trade," as used in this Section, shall be construed to have their ordinary generally accepted meaning and shall include, without limitation, any work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether (i) such activity is engaged in full-or part-time; (ii) such activity is intended to or does generate a profit; and (iii) a license is required therefor.

B. **OWNERS' RIGHT TO LEASE APARTMENTS.** Subject to those certain prohibitions on uses as set forth in Article VI of the Declaration, the Owners of the respective Apartments shall have the absolute right to lease such Apartments subject to all provisions of the Declaration, the Master Declarations, the Bylaws, the House Rules and the Design Committee Rules (if any); provided, however, that (i) all leases shall be in writing, signed by the Owner or Owner's representative and the tenant, (ii) all leases shall have a term of not less than thirty (30) days, (iii) no leasing of less than an entire Apartment shall be allowed, and (iv) Owner gives notice in writing to the Association that such Owner's Apartment is being leased out. Such Owner's right to lease is subject to any owner-occupant requirements under Hawaii Revised Statutes, Sections 514A-101 through 514A-108, as amended.

C. **OWNERS' RIGHT TO SELL APARTMENTS.** The Owners of the respective Apartments shall have the absolute right to sell or otherwise transfer such Apartments subject to all provisions of the Act, the Declaration, the Bylaws, the House Rules, the Design Committee Rules (if any) and the Master Declarations.

D. **OWNERS' RIGHT TO MORTGAGE.** The Owners of the respective Apartments shall have the right to mortgage or otherwise transfer an interest in their respective Apartments as security for the repayment of a loan.

E. **PROHIBITION ON ACTIVITIES WHICH JEOPARDIZE THE PROJECT.** No Apartment Owner shall do or suffer or permit to be done anything on any Apartment or appurtenant Limited Common Element or elsewhere on the Project which will (i) injure the reputation of the Project, (ii) jeopardize the safety or soundness of the Project, (iii) create a nuisance or interfere with or unreasonably disturb the rights of other Owners and occupants, (iv) reduce the value of the Project, (v) result in the cancellation of insurance applicable to the Project, or

adversely affect the right of recovery thereunder or result in reputable companies refusing to provide insurance as required or permitted by the Bylaws, or (vi) increase the rate of insurance applicable to the Apartments or the contents thereof, or to the Project.

**F. PROHIBITION ON UNAUTHORIZED CHANGES TO THE EXTERIOR OF CERTAIN APARTMENTS OR COMMON AREAS.** No Owner shall, without the written approval and continuing consent of the Design Committee as provided in the Bylaws, change the exterior appearance of said Apartment or any Common Element in any manner, and any and all changes made to any Apartment or to the Common Element of the Project shall strictly comply with the Design Committee Rules promulgated by the Design Committee.

**G. OWNERS TO MAINTAIN APARTMENTS AND APPURTENANT LIMITED COMMON ELEMENTS IN GOOD ORDER.** The Owner of an Apartment shall keep the Apartment and all plumbing, electrical and other fixtures and appurtenances constituting a part of the Apartment in good order and repair, and shall be responsible for any damage or loss caused by his or her failure to do so. Also, in accordance with and as provided in Article II, Section C of the Declaration, certain Owners shall also keep the Limited Common Elements appurtenant to said Owner's Apartment in good order and repair, and shall be responsible for any damage or loss caused by his or her failure to do so. The Owners of any Apartment, however, shall be responsible for any damage or loss caused by such Owner to any of the Common Elements and Limited Common Elements and any costs associated therewith.

**H. USE OF COMMON ELEMENTS.** Each Apartment Owner may use the Common Elements in accordance with the purpose for which they were intended without hindering or encroaching upon the lawful rights of the other Apartment Owners, subject always to the rights reserved to the Developer herein and in the Master Declarations, and further subject to:

1. The right of the Board, upon the approval of the Owners of seventy-five percent (75%) of the Common Interest, to change the use of the Common Elements;

2. The right of the Board, on behalf of the Association, to lease or otherwise use for the benefit of the Association those Common Elements which are not actually used by any of the Apartment Owners for an originally intended special purpose, as determined by the Board; provided that unless the approval of the Owners of seventy-five percent (75%) of the Common Interest is obtained, any such lease shall not have a term exceeding five (5) years and shall contain a provision that the lease or agreement for use may be terminated by either party thereto on not more than sixty (60) days written notice;

3. The right of the Board to lease or otherwise use for the benefit of the Association those Common Elements not falling within Section H.2 of this Article above, upon obtaining: (i) the approval of the Owners of seventy-five percent (75%) of the Common Interest, including all directly affected Owners and all Owners of Apartments to which such Common Elements are appurtenant in the case of Limited Common Elements, and (ii) the approval of all mortgagees of record which hold mortgages on Apartments with respect to which owner approval is required by (i) above, if such lease or use would be in derogation of the interest of such mortgagees; and

4. The exclusive use of the Limited Common Elements as provided herein.

**I. DEVELOPER'S RIGHT TO USE.** Notwithstanding anything provided to the contrary, as long as there are unsold Apartments in the Project, Developer shall have the right to use any Apartment which it owns for promotional purposes, and shall have the right to have guests stay in such Apartments for any length of time; provided that such guests shall abide by and be subject to all of the provisions of the Declaration, Bylaws and House Rules. Additionally, the Developer will have the right to utilize Apartments as sales offices or as a place which is utilized to provide services to the Owners or other occupants of the Project, to the extent such use or uses are permitted under applicable law.

**J. PROHIBITION AGAINST INCREASING ENCLOSED LIVING AREA.** The enclosed living area of an Apartment of the Project (as such living area is depicted on the Condominium Map on the date the Apartment is conveyed to an Owner by the Developer) may not be increased.

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THE ABOVE SUMMARY IS NOT INTENDED TO BE A THOROUGH AND EXHAUSTIVE EXPLANATION OF ALL USE RESTRICTIONS CONTAINED IN THE DECLARATION, BYLAWS , HOUSE RULES AND OTHER CONDOMINIUM DOCUMENTS. WHILE A PURCHASER CAN USE THIS SUMMARY AS A GENERAL SUMMARY OF SUCH USE RESTRICTIONS, PURCHASERS SHOULD REFER TO THE CONSTITUENT DOCUMENTS OF THE PROJECT TO DETERMINE ALL OF THE USE RESTRICTIONS THAT MAY APPLY. IF ANY CONFLICT OR DIFFERENCE EXISTS BETWEEN THIS SUMMARY AND THE DECLARATION, BYLAWS, HOUSE RULES OR OTHER DOCUMENTS OF THE PROJECT, SUCH DOCUMENTS WILL CONTROL.