

CONDOMINIUM PUBLIC REPORT

Prepared & Issued by:

Developer Centex Homes
Address 69-1029 Nawahine Place, Waikoloa, Hawaii 96738

Project Name(*): KO OLINA BEACH VILLAS BEACH TOWER
Address: 92-102 Waialii Place, Kapolei, Hawaii 96707

Registration No. 5715
Effective date: July 27, 2005
Expiration date: August 27, 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:

- X 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.
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:
[] 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

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-30 286/986/189/1190/892/0197/1098/0800/0203/0104

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:

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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, 4th Floor
 Business Address
Honolulu, Hawaii 96826

Attorney for Developer: Imanaka Kudo & Fujimoto LLLC Phone: (808) 521-9500
 Name (Business)
745 Fort Street, 17th 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
Leldon E. Echols
James S. Stevenson
Thomas J. Wageman
Andrew J. Hannigan

Director
Director
Director
Director
Director

Officers

Leldon E. Echols
Andrew J. Hannigan
David L. Barclay
Michael S. Albright
J. Andrew Kerner
Drew F. Nachowiak
Brian J. Woram
James S. Stevenson
Terry N. Whitman
Melvin M. Chadwick
Deborah L. Godley
Jeff A. Mason
Gail M. Peck
Raymond G. Smerge
Rebecca L. Arredondo
Nori H. Neuner
Donald J. Sajor
Traci A. Hoffman
Kenneth Klima
Janet F. Miller
Betty Scatter
Thelma E. Chavis
Michelle R. Ford
Christine W. Grande
Rita L. Jackson
J. Philip McAleavy
Jennifer J. Subleski
Regina N. Walker

Chairman of the Board
President and Chief Executive Officer
Executive Vice President
Senior Vice President
Senior Vice President
Vice President, General Counsel and Assistant Secretary
Senior Vice President and Assistant Secretary
Vice President
Vice President
Treasurer, Controller and Assistant Secretary
Assistant Vice President
Assistant Vice President
Assistant Treasurer
Secretary
Assistant Secretary
Assistant Secretary
Assistant Secretary
Vice President and Assistant Secretary (CitiMortgage)
Vice President and Assistant Secretary (CitiMortgage)
Vice President and Assistant Secretary (CitiMortgage)
Vice President (CitiMortgage)
Vice President and Assistant Secretary (Verdugo)
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. _____

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 - _____

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. _____

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.
- 3) Master Declaration for the Development of Ko Olina Beach Villas dated _____, 2005, filed in said Office as Document No. _____, 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:

Rules 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: 92-102 Waialii Place, Kapolei, Hawaii 96707 Tax Map Key (TMK): (1) 9-1-057-009

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

Land Area: 7.749 square feet acre(s) Zoning: Resort

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: 2 Floors Per Building 11 (Beach Tower); 1 (Beach Bar)
 Exhibit D contains further explanations.

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 type="checkbox"/> Residential	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input checked="" type="checkbox"/> Commercial	<u>3</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Mix Res/Comm	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input checked="" type="checkbox"/> Hotel	<u>92</u>	<input checked="" 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

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 not permitted, however, 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: 2 Stairways: 3 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>See Exhibit "D"</u>	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Total Number of Apartments: 95

* 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.

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: NOT APPLICABLE

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 and Product Fees 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 June 6, 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.

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 by January, 2008. 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 reserved the right to merge the Project with any condominium project developed Lot 53-A immediately adjacent to the Project. Should such merger occur, the two projects will be treated as one condominium project for administrative purposes and, it is further within the Developer's right to implement an ownership merger of the two projects whereby the projects will be legally merged into one condominium project. Buyers should review page 20 of this report for further information on the Developer's plans to merge the Project with any condominium project developed on said Lot 53-A.

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 Beach Villas Beach Tower 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
- Specimen Sales Contract
Exhibit "I" contains a summary of the pertinent provisions of the sales contract.
- Escrow Agreement dated June 24, 2005.
Exhibit "J" contains a summary of the pertinent provisions of the escrow agreement.
- 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.

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 all 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 hereof); Master Declaration for the Development of Ko Olina Beach Villas (described on page 6 hereof); and Declaration of Reciprocal Easements and Irrevocable Facilities License (described on page 20 hereof).

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

Website to access unofficial copy of laws: www.hawaii.gov/dcca/hrs

Website to access rules: www.hawaii.gov/dcca/har

This Public Report is a part of Registration No. 5715 filed with the Real Estate Commission on June 28, 2005.

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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 Beach Villas Beach Tower ("Project Declaration"), purchasers of apartments in the Project will be subject to that certain Ko Olina Declaration of Covenants, Conditions 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. **Master Declaration for the Development of Ko Olina Beach Villas.** The Project will also subject to the Master Declaration for the Development of Ko Olina Beach Villas ("KBV Master Declaration"). This instrument will be recorded prior to the Project Declaration and is anticipated to provide, among other things, for the merger of the Project with any condominium project developed on Lot 53-A which is immediately adjacent to the Project. The KBV Master Declaration shall set forth the technical procedures to implement the merger of the projects, both for administrative and ownership purposes, as well as the consequences that will ensue from such merger. The Developer reserves the right to implement such merger at any time until December 31, 2025. The common interests that shall be appurtenant to Apartments in the merged project is as stated in Exhibit "M" attached to this report. Such common interests are subject to change, however, in the event the number of apartments in the projects to be merged changes, or the size of apartments in such projects change.

3. **Declaration of Reciprocal Easements and Irrevocable Facilities License.** It is anticipated that the Project will also be subject to a Declaration of Reciprocal Easements and Irrevocable Facilities License instrument ("Easement Declaration"). The Easement Declaration is anticipated to address the rights and obligations of the owners of the Project and of any condominium project developed on Lot 53-A (and their respective associations), with regard to future construction, the granting of easements to facilitate the development of the Project and Lot 53-A, as well as reciprocal access and usage rights in favor of each Association over the common element areas as well as recreational facilities of each condominium project. If the Developer acquires Lot 53-A and merges any condominium project developed thereon with the Project, it is anticipated that the Easement Declaration will become void and of no further force or effect.

4. **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.

5. **Use of Recreational Facilities: Club Program.** The recreational facilities within the Project, including, without limitation, the pool areas and spa, are not common elements of the Project. Instead, such recreational facilities are limited common elements appurtenant to Commercial Apartment 1 of the Project that will be owned by the Developer, its Affiliate or a third-party. It is contemplated, but cannot be guaranteed by the Developer, that Owners will be permitted to use the recreational facilities upon making payments of a reasonable user fee to be determined by the owner of Commercial Apartment 1. Such fee may be charged to Owners, and usage may be implemented, in connection with a lease, license or other arrangement between the owner of Commercial Apartment 1 and the Association, or pursuant to direct agreements between Owners and the owner of Commercial Apartment 1. Subject to the terms of the Project Declaration, the owner of Commercial Apartment 1 may implement a club program to permit usage of the recreational facilities by the Owners. Such club program may or may not be mandatory in nature; may permit usage of the recreational facilities by persons who are not Owners in addition to usage of the recreational facilities by Owners; and may permit the owner of Commercial Apartment 1, as the operator of the club, to place liens on the Apartments for nonpayment of membership dues. If implemented, the club shall be governed by rules and regulations promulgated by the owner of Commercial Apartment 1, which rules and regulations shall be subject to the Project Declaration, the Master Declarations, the KBV Master Declaration and the Easement Declaration.

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.

8. Resale of Apartments. The Developer intends to implement a program whereby any apartment sold within one year of the closing date of said apartment will be subject to the Developer's right to a percentage share of the proceeds of such sale, less the cost of the acquisition of the apartment by the selling party. In the event Developer decides to implement such a program, details of the program will be finalized and disclosed to each purchaser upon the issuance of any Contingent Final Public Report or Final Public Report covering apartments in the Project and prior to the execution of a binding 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”

June 24, 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 MERGE PROJECT. Developer shall have the reserved right at any time or times prior to December 31, 2025 pursuant to Article XXXII of the Declaration, without being required to obtain the joinder or consent of any Apartment Owner, lienholder or other person, to merge any project created on Lot 53A with the Project as it may then be constituted, all as though such Lot 53A Project and the Project had been developed as a single project.

H. 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 XXIX 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.

I. 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 XXX of the Declaration.

J. 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 XXXI of the Declaration.

K. RESERVED RIGHT TO CONSTRUCT DRIVEWAYS AND CONSTRUCT AND MAINTAIN MAILBOX STRUCTURES. 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 XXXII of the Declaration.

L. RESERVED RIGHT TO CONSTRUCT WALKWAYS THROUGH COMMON ELEMENTS. Developer does hereby reserve unto itself, its successors and assigns, in accordance with Article XXXIII 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.

M. 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 XXXIV of the Declaration.

N. RESERVED RIGHT TO CHANGE HOSPITALITY SERVICES AT THE PROJECT TO ENSURE CONTINUED OPERATION OF THE PROJECT AS A FIRST-CLASS RESORT DESTINATION. The Developer shall have the reserved right, to and until December 31, 2025, in accordance with Article XXXVI of the Declaration, to amend Section VIII.A. of the Declaration regarding the level, type and structure of the hospitality services anticipated to be provided at the Project to ensure the continuing operation of the Project as a first-class resort destination.

O. RESERVED RIGHT REGARDING SPECIAL MANAGEMENT AREA PERMIT AND JOINT DEVELOPMENT AGREEMENTS. Developer shall have the reserved right, to and until December 31, 2025, in accordance with Article XXXVIII of the Declaration, to amend the Declaration, to enter into any agreements and to grant easements and to do all things necessary and convenient to satisfy the requirements of any Special Management Area Permit and joint development agreements pertaining to the Project, including without limitation, Special Management Area Permit No. 85/SMA-89 and 85/SV-14 and those certain joint development agreements affecting the Project, and to execute, file and deliver any and all documents necessary to effect the same, including, but not limited to, any amendments to the Declaration and to the Condominium Map.

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 XXXIX 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 XL 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 Residential 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, and (vii) any interior stairway connecting the floors of an Apartment (as applicable).

Each Residential 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 Residential Apartment or other utility meters, which are utilized for or serve more than one Residential 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 thereof, 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. **NON-STRUCTURAL ADDITIONS OR ALTERATIONS SOLELY WITHIN AN APARTMENT OR LIMITED COMMON ELEMENT.** Notwithstanding anything to the contrary contained herein, each Owner of an 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 non-structural alterations solely within the Apartment or Limited Common Element which such Owner controls: to install, maintain, remove and rearrange partitions (including the non-structural party wall between two Apartments owned by the same Owner) and other structures from time to time within such Apartment or Limited Common Element, to finish, alter or substitute any plumbing, electrical or other fixtures (excluding fire sprinkler fixtures and equipment) attached to the ceilings, floors and walls as shall be appropriate for the utilization of such Apartment or Limited Common Element by such Owner or the tenants or lessees thereof, to re-carpet, and do or cause to be done such work on the floors of any Apartment or Limited Common Element except for the installation of hard-surface flooring (i.e., tile or hardwood or like surfaces that shall first require the approval of the Design Committee to address any acoustical transfer considerations); provided, however, that nothing contained in this paragraph shall authorize any work or alteration which would be inconsistent with a first-class resort destination, jeopardize the soundness or safety of any part of the Project, reduce the value thereof, adversely affect any other Apartment or Limited Common Element, alter the uniform external appearance of the Project, increase the transfer of sounds, noise, air or smoke to other Apartments or Common Elements, 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; subject, however, to the exclusive use of the Limited Common Elements. Further, nothing in this paragraph shall prohibit the Board from effecting such changes within an Apartment or Limited Common Element, or to require same, in order that the buildings of the Project may continue to comply with applicable law, including any fire code requirements.

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 below 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, PERCENTAGE COMMON INTEREST

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

A. RESIDENTIAL APARTMENTS

Apartment Number	Apartment Type	Bedroom / Bathrooms	Approximate Net Living Area (sf)	Approximate Lanai Area (sf)	Percentage Common Interest
B-101	C2	3/3	1459	373	1.180784
B-102	B2	2/2	1169	227	0.946084
B-103	A-1	3/3	1455	225	1.177546
B-104	A1-R	3/3	1455	225	1.177546
B-105	B2-R	2/2	1169	227	0.946084
B-106	B2	2/2	1169	227	0.946084
B-107	A-1	3/3	1455	225	1.177546
B-108	B2-R	2/2	1169	227	0.946084
B-109	D-R	2/2	1312	277	1.061815
B-110	D	2/2	1312	277	1.061815
B-201	C	3/3	1459	373	1.180784
B-202	B2	2/2	1169	227	0.946084
B-203	A-1	3/3	1455	225	1.177546
B-204	A1-R	3/3	1455	225	1.177546
B-205	B2-R	2/2	1169	227	0.946084
B-206	B2	2/2	1169	227	0.946084
B-207	A-1	3/3	1455	225	1.177546
B-208	B2-R	2/2	1169	227	0.946084
B-209	D-R	2/2	1312	277	1.061815
B-210	D	2/2	1312	277	1.061815
B-301	C	3/3	1459	373	1.180784
B-302	B2	2/2	1169	227	0.946084
B-303	A-1	3/3	1455	225	1.177546
B-304	A1-R	3/3	1455	225	1.177546
B-305	B2-R	2/2	1169	227	0.946084
B-306	B2	2/2	1169	227	0.946084
B-307	A-1	3/3	1455	225	1.177546
B-308	B2-R	2/2	1169	227	0.946084
B-309	D-R	2/2	1312	277	1.061815
B-310	D	2/2	1312	277	1.061815
B-401	C	3/3	1459	373	1.180784
B-402	B2	2/2	1169	227	0.946084
B-403	A-1	3/3	1455	225	1.177546
B-404	A1-R	3/3	1455	225	1.177546
B-405	B2-R	2/2	1169	227	0.946084
B-406	B2	2/2	1169	227	0.946084
B-407	A-1	3/3	1455	225	1.177546
B-408	B2-R	2/2	1169	227	0.946084
B-409	D-R	2/2	1312	277	1.061815
B-410	D	2/2	1312	277	1.061815
B-501	C	3/3	1459	373	1.180784
B-502	B2	2/2	1169	227	0.946084

Apartment Number	Apartment Type	Bedroom / Bathrooms	Approximate Net Living Area (sf)	Approximate Lanai Area (sf)	Percentage Common Interest
B-503	A-1	3/3	1455	225	1.177546
B-504	A1-R	3/3	1455	225	1.177546
B-505	B2-R	2/2	1169	227	0.946084
B-506	B2	2/2	1169	227	0.946084
B-507	A-1	3/3	1455	225	1.177546
B-508	B2-R	2/2	1169	227	0.946084
B-509	D-R	2/2	1312	277	1.061815
B-510	D	2/2	1312	277	1.061815
B-601	C	3/3	1459	373	1.180784
B-602	B2	2/2	1169	227	0.946084
B-603	A-1	3/3	1455	225	1.177546
B-604	A1-R	3/3	1455	225	1.177546
B-605	B2-R	2/2	1169	227	0.946084
B-606	B2	2/2	1169	227	0.946084
B-607	A-1	3/3	1455	225	1.177546
B-608	B2-R	2/2	1169	227	0.946084
B-609	D-R	2/2	1312	277	1.061815
B-610	D	2/2	1312	277	1.061815
B-701	C	3/3	1459	373	1.180784
B-702	B2	2/2	1169	227	0.946084
B-703	A-1	3/3	1455	225	1.177546
B-704	A1-R	3/3	1455	225	1.177546
B-705	B2-R	2/2	1169	227	0.946084
B-706	B2	2/2	1169	227	0.946084
B-707	A-1	3/3	1455	225	1.177546
B-708	B2-R	2/2	1169	227	0.946084
B-709	D-R	2/2	1312	277	1.061815
B-710	D	2/2	1312	277	1.061815
B-801	C	3/3	1459	373	1.180784
B-802	B2	2/2	1169	227	0.946084
B-803	A-1	3/3	1455	225	1.177546
B-804	A1-R	3/3	1455	225	1.177546
B-805	B2-R	2/2	1169	227	0.946084
B-806	B2	2/2	1169	227	0.946084
B-807	A-1	3/3	1455	225	1.177546
B-808	B2-R	2/2	1169	227	0.946084
B-901	C	3/3	1459	373	1.180784
B-902	B2	2/2	1169	227	0.946084
B-903	A-1	3/3	1455	225	1.177546
B-904	A1-R	3/3	1455	225	1.177546
B-905	B2-R	2/2	1169	227	0.946084
B-906	B2	2/2	1169	227	0.946084
B-907	A-1	3/3	1455	225	1.177546
B-908	B2-R	2/2	1169	227	0.946084
B-1001	B2	2/2	1169	227	0.946084
B-1002	A-1	3/3	1455	225	1.177546
B-1003	B2-R	2/2	1169	227	0.946084
B-1101	B2	2/2	1169	227	0.946084
B-1102	A-1	3/3	1455	225	1.177546
B-1103	B2-R	2/2	1169	227	0.946084
Subtotal			120,454		97.484660

EXHIBIT "D"
(Page 2 of 4)

B. COMMERCIAL APARTMENTS

Apartment Number	Apartment Type	General Description	Approximate Net Living Area (sf)	Approximate Lanai Area (sf)	Percentage Common Interest
CA-1	Commercial Apartment	Front Desk, Great Room	834	908	0.674968
CA-2	Commercial Apartment	Member's Club, Toilets, Kitchen	1985	373	1.606481
CA-3	Commercial Apartment	Beach Bar	289	1025	0.233891
Subtotal			3,108		2.515340
TOTAL			123,562		100.000000

1. Location of Apartments.

a. Residential Apartments

Ninety-two (92) Residential Apartments located in a single eleven (11) story building. There are ten (10) Residential Apartment located on levels one through seven, eight (8) Residential Apartments located on levels eight and nine, and three (3) Residential Apartments located on levels ten and eleven.

b. Commercial Apartments

Three (3) Commercial Apartments, two (2) located on level one of a single eleven (11) story building and one (1) free-standing Commercial Apartment located near the pool and beach area.

2. Layout of Apartments.

a. Residential Apartments

All Residential Apartments have the number of bedrooms and bathrooms indicated on the table above and one kitchen, one living room and one dining room.

b. Commercial Apartments

The layouts of the Commercial Apartments are further described in the Condominium Map.

3. Determination of Approximate Net Square Footage.

With the exception of Commercial Apartment CA-3, the approximate net square footage of each Apartment in the Project was determined by measuring the area between the perimeter walls of each Apartment, and includes the area occupied by both the non-load bearing and load-bearing walls located between said perimeter walls.

4. Calculation of Percentage of Common Interest.

The common interest attributable to each Apartment in the Project was calculated by dividing the approximate net square footage of each individual Apartment by the total net square footage of the Apartments within the Project.

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 Commercial Apartment CA-1 was increased by 0.000003%.

5. **Parking Stalls.**

All parking in the Project will be initially assigned to Commercial Apartment CA-1. Owners may be permitted the opportunity to purchase parking stalls for their exclusive use in the discretion of the Developer.

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:

1. The Land in fee simple;
2. With the exception of Commercial Apartment 3 that is a free standing building, all 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 Apartment or other utility meters, which are utilized for or serve more than one Apartment;
3. Any and all other apparatus and installations existing for common use, such as tanks, motors, fans, compressors and other such installations and apparatus;
4. The grounds, landscaping within the Project and planter strips along certain roadways of the Project and other plants and refuse facilities (if any);
5. All roadways, driveways, the porte cochere, parking stalls and related areas, guest or handicap parking stalls, access lanes, ramps, loading areas, sidewalks and walkways of the Project;
6. All lamps, lamp posts, walkways and sitting areas (if any) within the Project;
7. Unimproved areas, maintenance and storage areas and other similar areas that are not part of an Apartment;
8. Any and all recreational facilities operated to serve the Project (if any), including, without limitation, the Recreational Facilities;
9. Any and all retaining or high screen walls installed by the Developer separating the surrounding properties and the Property;
10. 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 Apartment and other central and appurtenant transmission facilities over, under and across the Project which serve any Common Element or more than one Apartment for services such as power, light, water, gas, sewer, refuse, telephone and radio and cable television signal distribution;
11. The swimming pools, deck areas, spa, and all other amenities and improvements to the common spaces;
12. The housekeeping areas, lobbies, employee break room, bathrooms, trash areas, conference room, security guard station, mail alcove and covered lanais appurtenant to lobby areas (provided that the use of such areas may change); and
13. 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; provided however, that the characterization of particular areas as Common Element areas herein does not detract from the exclusive

right of an Owner of an Apartment to which such areas are identified in Section D. below as Limited Common Elements (such as the Recreational Facilities), to use and control such areas.

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 the "Limited Common Elements," are hereby designated, set aside and reserved for the exclusive use of certain Apartments, and such Apartments shall have appurtenant thereto exclusive easements for the use of such Limited Common Elements as set forth herein. The costs and expenses of every description pertaining to the Limited Common Elements, including, but not limited to, the costs of maintenance, repair, replacement, improvement or additions to the Limited Common Elements, shall be charged to the Owner of the Apartment to which the Limited Common Element shall be appurtenant, and if there is more than one Apartment to which the Limited Common Element shall be appurtenant, then in proportion to the Common Interest appurtenant to each of the respective Apartments, unless a different method is adopted pursuant to Article IX of the Declaration. Limited Common Elements that are appurtenant to more than one Apartment shall be managed and maintained by the Association, acting by and through the Managing Agent, on behalf of the Owners of such Apartments. In any event that a dispute shall arise between Owners of Apartments to which a particular Limited Common Element shall be appurtenant with respect to the management and/or maintenance thereof, such dispute shall be resolved by the Managing Agent (acting for and on behalf of the Association), which shall be the sole arbiter with respect to such matters. The Owner of the Business Apartment may build upon and/or alter any Limited Common Element which is appurtenant to the Business Apartment, may change the use of such Limited Common Element, may lease any such Limited Common Element, may delegate the responsibility for the administration, repair and maintenance of such Limited Common Element, all subject to such Business Apartment Owner's standards of design, repair and operations, and, in the event that any revenues are generated from such Limited Common Element or improvements thereon or uses thereof, the Owner or Owners of the Business Apartment shall be entitled to such revenues, and no other Owner shall have any right thereto. The following Limited Common Elements are appurtenant to the Apartments in the Project:

1. **Residential Apartments.** The Residential Apartments shall have appurtenant thereto, as Limited Common Elements, lanai areas, parking stalls (if any) and storage areas (if any), assigned to each such Residential Apartment as set forth in Exhibit "B" attached hereto and incorporated herein by this reference.
2. **Business Apartment (Commercial Apartment 1).** The Business Apartment shall have appurtenant thereto, as Limited Common Elements, the following areas:
 - a. The Recreational Facilities;
 - b. Housekeeping and storage areas designated on the Condominium Map as Commercial Limited Common Elements;
 - c. The entire telephone PBX system and all appurtenances thereto;
 - d. The parking stall(s) and related areas, roadways, porte cochere, driveways, access lanes, ramps, loading areas, storage area(s) and mail alcove area depicted on the Condominium Map; and
 - e. All other areas designated as Commercial Limited Common Elements on the Condominium Map.

EXHIBIT "G"

ENCUMBRANCES AGAINST TITLE

1. Title to all minerals and metallic mines reserved to the State of Hawaii.
2. The property borders on the ocean and is subject to the provisions of Hawaii Revised Statute 205A, Sections 41 to 49 relative to shoreline setbacks and prohibitions on use, and to the regulations of the Land Use Commission and the County Planning Department.
3. Certificate and Authorization dated October 8, 1985, recorded in said Office as Document No. 1328029, and at the Bureau of Conveyances of the State of Hawaii in Book 19004 at Page 123, as amended by that certain Amendment to Certification and Authorization dated July 3, 1994, recorded at said Bureau as Document No. 94-120723. (Not noted on Land Court Certificate of Title No. 744,242.)
4. Unilateral Agreement and Declaration for Conditional Zoning dated February 21, 1986, recorded in said Office as Document No. 1354687, as amended by that certain Release of Development Agreement and Partial Satisfaction of Unilateral Agreement dated November 12, 1993, recorded in said Office as Document No. 2090355, and at said Bureau as Document No. 93-195382.
5. Covenants, conditions, restrictions, reservations, agreements, obligations, easements and other provisions set forth in that certain unrecorded Amended and Restated Ko Olina Resort Development Agreement dated December 1, 1986.

The foregoing unrecorded Amended and Restated Ko Olina Resort Development Agreement was confirmed by that certain Short Form dated December 1, 1986, recorded in said Office as Document No. 1419770.

The foregoing was amended by an unrecorded First Amendment to Amended and Restated Ko Olina Resort Development Agreement which was confirmed by that certain Short Form dated April 7, 1994, recorded in said Office as Document No. 2141539.

The foregoing was further amended by an unrecorded Second Amended and Restated Ko Olina Resort Development Agreement which was confirmed by that certain Short Form dated December 21, 1999, recorded in said Office as Document No. 2600070.

Assignment of Development Agreement dated August 20, 1998, to Ko Olina Company, LLC, a Delaware limited liability company, recorded in said Office as Document No. 2479691. (Not noted on Land Court Certificate of Title No. 744,242.)

6. Covenants, conditions, restrictions, reservations, agreements, obligations, easements and other provisions set forth in that certain Declaration dated December 1, 1986, recorded in said Office as Document No. 1419771, to which reference is hereby made, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c) or Section 515-6, Hawaii Revised Statutes.

Said Declaration was amended and/or supplemented by the following instrument(s):

<u>DATED</u>	<u>DOCUMENT NO.</u>
12-07-1989	1702235
undated	2829644
03-12-2004	3083061

7. Covenants, conditions, restrictions, reservations, agreements, obligations, easements and other provisions set forth in that certain Deed dated December 1, 1986, recorded in said Office as Document No. 1419772, to which reference is hereby made, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c) or Section 515-6, Hawaii Revised Statutes

Said Deed was amended and/or supplemented by the following instrument(s):

<u>DATED</u>	<u>DOCUMENT NO.</u>
05-08-1991	1821776 (Not noted on Land Court Certificate of Title No. 744,242.)
10-09-1991	1857006 (Not noted on Land Court Certificate of Title No. 744,242.)

8. Covenants, conditions, restrictions, reservations, agreements, obligations, easements and other provisions set forth in that certain Declaration dated December 1, 1986, recorded in said Office as Document No. 1419773, to which reference is hereby made, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c) or Section 515-6, Hawaii Revised Statutes

Said Declaration was amended and/or supplemented by the following instrument(s):

<u>DATED</u>	<u>DOCUMENT NO.</u>
06-27-1995	2249998
04-16-1997	2377790
09-24-1999	2583045

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

Assignment of Declarant Rights by and between West Beach Estates, a Hawaii general partnership, Assignor, and Ko Olina Development, LLC, as Delaware limited liability company, Assignee, recorded in said Office as Document No. 2479692. (Not noted on Land Court Certificate of Title No. 744,242.)

9. Agreement on Water Usage dated December 1, 1986, by and between the Trustees under the Will and of the Estate of James Campbell, deceased, and West Beach Estates, a Hawaii general partnership, recorded at said Bureau in Book 20098 at Page 424. (Noted on Land Court Certificate of Title No. 744,242, as set forth by Land Court Order No. 117137, filed June 29, 1994 in said Office.)

Said Water Rights were assigned by Assignment of Water Rights dated August 20, 1998, by and between West Beach Estates, a Hawaii general partnership, Assignor, and Ko Olina Intangibles, LLC, a Delaware limited liability company, Assignee, recorded at said Bureau as Document No. 98-123804. (Not noted on Land Court Certificate of Title No. 744,242.)

10. Easement "1992", (5 feet wide), area 26,810 square feet, more or less, as set forth by Land Court Order No. 92806, as shown on Map 451, filed March 6, 1989 in said Office; for electric and communication lines.

Amendment to Easement as set forth by Land Court Order No. 101786, filed April 12, 1991 in said Office.
11. Easement "1936", area 17,570 square feet, more or less, as set forth by Land Court Order No. 92806, as shown on Map 451, filed March 6, 1989 in said Office; for shoreline access purposes.
12. Easement "1937", (5 feet wide), area 2,957 square feet, more or less, as set forth by Land Court Order No. 92806, as shown on Map 451, filed March 6, 1989 in said Office; for communication line purposes.
13. Easement "1938", area 6,234 square feet, more or less, as set forth by Land Court Order No. 92806, as shown on Map 451, filed March 6, 1989 in said Office; for roadside access purposes.
14. Easement "1939", area 335 square feet, more or less, as set forth by Land Court Order No. 92806, as shown on Map 451, filed March 6, 1989 in said Office; for electrical purposes.
15. Easement "1940", area 5,036 square feet, more or less, as set forth by Land Court Order No. 92806, as shown on Map 451, filed March 6, 1989 in said Office; for road-side access purposes.
16. Easement "2130", area 18.377 acres, more or less, as set forth by Land Court Order No. 93926, as shown on Map 474, filed June 7, 1989 in said Office; for shoreline parkway purposes.
17. Easement dated December 16, 1993, in favor of the City and County of Honolulu, a Hawaii municipal corporation, recorded in said Office as Document No. 2099737; for public access within Easement "2130" purposes.
18. Easement dated September 13, 1996, in favor of Hawaiian Electric Company, Inc., a Hawaii corporation, recorded in said Office as Document No. 2338597; for electrical within Easement "1938" purposes.
19. ALTA Survey dated May 29, 2002 and Survey Map dated June 12, 2002, made by Walter R. Thompson, Licensed Professional Land Surveyor, License No. 3627, discloses the following:
 - a. Manmade lagoon along Westerly boundary.
 - b. Concrete transformer pad crossing outside of Easement "1939" by 2.92 feet along Ali'inui Drive.
 - c. 20 foot building setback line running along the South, West and portion of the North boundaries.
 - d. 25 foot building setback line running along the East and portion of the North boundaries.
 - e. 80 feet right of way along the North boundary.
 - f. 100 feet right of way along the East boundary.
 - g. Flood Zone D.
20. Mortgage, Security Agreement and Financing Statement dated February 2005, made by Ko Olina Hotel #9, LLC, a Hawaii limited liability company, as Mortgagor, in favor of RDV Coast LLC, a Michigan limited liability company, as Mortgagee, recorded in said Office as Document No. 3232983; as to an undivided 50% interest.
21. Agreement for Issuance of Conditional Use Permit under Section 21-5.380 of the Land Use Ordinance (LUO) dated April 19, 2005, by and among Ko Olina Hotel #9, LLC, a Hawaii limited liability company, Ko Olina Parcel 53 LLC, a Hawaii limited liability company, Ko Olina Hotel #10, LLC, a Hawaii limited liability company, and Ko Olina Parcel 55 LLC, a Hawaii limited liability company, "Declarants", recorded in said Office as Document No. 3255800.

Purchase Money First Mortgage, Security Agreement and Financing Statement dated April 19, 2005, made by Ko Olina Parcel 53 LLC, a Hawaii limited liability company, as Mortgagor, in favor of HRT, LTD., a

Maryland corporation, as Mortgagee, recorded in said Office as Document No. 3255801; as to an undivided 50% interest.

EXHIBIT "H"

ESTIMATED ANNUAL COMMON EXPENSE

**Ko Olina Beach Villas - Beach Tower
Operating Budget
22-Jun-05**

Units

93

	MONTHLY	ANNUAL
Utilities & Services		
Electricity	\$ 4,000	\$ 48,000
Water common areas	\$ 1,500	\$ 18,000
Sewer	\$ 1,800	\$ 21,600
Communications	\$ 500	\$ 6,000
Gas	\$ -	\$ -
Cable	\$ 150	\$ 1,800
Total Utilities & Services	\$ 7,950	\$ 95,400
Maintenance, Repairs & Supplies		
Building Repairs	\$ 1,000	\$ 12,000
Grounds Maintenance	\$ 1,500	\$ 18,000
Fire Equipment	\$ 1,000	\$ 12,000
Tree Trimming	\$ 500	\$ 6,000
Elevators	\$ 2,000	\$ 24,000
Pool / Spa Maintenance	\$ -	\$ -
Pool / Spa Repairs	\$ -	\$ -
Pest Control	\$ 930	\$ 11,160
Equipment Maintenance	\$ 700	\$ 8,400
Video System	\$ 300	\$ 3,600
Building Supplies	\$ 800	\$ 9,600
Janitorial Services	\$ 6,000	\$ 72,000
Security Service	\$ 2,500	\$ 30,000
Fishpond - koi	\$ 1,500	\$ 18,000
Trash Collection	\$ 1,500	\$ 18,000
Total Maintenance, Repairs & Supplies	\$ 20,230	\$ 242,760
Administration / Management		
Salaries & Wages		
Condominium Manager	\$ 5,000	\$ 60,000
Concierge Agents	\$ 7,787	\$ 93,440
Engineering	\$ 9,353	\$ 112,240
Janitorial	\$ 2,500	\$ 30,000
Watchman / Security	\$ 6,744	\$ 80,928
Payroll Taxes		
FICA, SUTA, FUTA	\$ 3,125	\$ 37,500
Employee Benefits		
Health insurance	\$ 2,600	\$ 31,200
Vacaton / Sick accrual	\$ 1,800	\$ 21,600
TDI	\$ 185	\$ 2,220

WC	\$	2,500	\$	30,000
Management Fee	\$	3,500	\$	42,000
Design Review Services	\$	500	\$	6,000
Misc/Office/Education Expense	\$	450	\$	5,400
Data Processing / Payroll Preparation	\$	250	\$	3,000
Meeting Expenses	\$	300	\$	3,600
Total Management	\$	46,594	\$	559,128
Insurance	\$	8,000	\$	96,000
Total Insurance	\$	8,000	\$	96,000
Commercial Unit Charges				
CA-1 - Front Desk/Great Room	\$	3,200	\$	38,400
CA-2 - Member's Grill / Pool / Spa	\$	12,932	\$	155,184
CA-3 - Beach Bar	\$	19,280	\$	231,363
Commercial Unit Charges	\$	35,412	\$	424,947
Taxes & Government Assessments	\$	300	\$	3,600
Professional Services / Legal / Other	\$	300	\$	3,600
Audit / Tax Preparation	\$	500	\$	6,000
Reserves - Capital Reserve	\$	20,000	\$	240,000
Master Association Dues	\$	4,500	\$	54,000
Total	\$	143,786	\$	1,725,435

Ko Olina Beach Villas - Beach Tower

93 Units

Apartment Number	Percentage Common Interest	Projected Maintenance Fee	
		Monthly	Annual
A. RESIDENTIAL APARTMENTS			
B-101	1.180784	\$ 1,698	\$ 20,374
B-102	0.946084	\$ 1,360	\$ 16,324
B-103	1.177546	\$ 1,693	\$ 20,318
B-104	1.177546	\$ 1,693	\$ 20,318
B-105	0.946084	\$ 1,360	\$ 16,324
B-106	0.946084	\$ 1,360	\$ 16,324
B-107	1.177546	\$ 1,693	\$ 20,318
B-108	0.946084	\$ 1,360	\$ 16,324
B-109	1.061815	\$ 1,527	\$ 18,321
B-110	1.061815	\$ 1,527	\$ 18,321
B-201	1.180784	\$ 1,698	\$ 20,374
B-202	0.946084	\$ 1,360	\$ 16,324
B-203	1.177546	\$ 1,693	\$ 20,318
B-204	1.177546	\$ 1,693	\$ 20,318
B-205	0.946084	\$ 1,360	\$ 16,324
B-206	0.946084	\$ 1,360	\$ 16,324
B-207	1.177546	\$ 1,693	\$ 20,318
B-208	0.946084	\$ 1,360	\$ 16,324
B-209	1.061815	\$ 1,527	\$ 18,321
B-210	1.061815	\$ 1,527	\$ 18,321
B-301	1.180784	\$ 1,698	\$ 20,374
B-302	0.946084	\$ 1,360	\$ 16,324
B-303	1.177546	\$ 1,693	\$ 20,318
B-304	1.177546	\$ 1,693	\$ 20,318
B-305	0.946084	\$ 1,360	\$ 16,324
B-306	0.946084	\$ 1,360	\$ 16,324
B-307	1.177546	\$ 1,693	\$ 20,318
B-308	0.946084	\$ 1,360	\$ 16,324
B-309	1.061815	\$ 1,527	\$ 18,321
B-310	1.061815	\$ 1,527	\$ 18,321
B-401	1.180784	\$ 1,698	\$ 20,374
B-402	0.946084	\$ 1,360	\$ 16,324
B-403	1.177546	\$ 1,693	\$ 20,318
B-404	1.177546	\$ 1,693	\$ 20,318
B-405	0.946084	\$ 1,360	\$ 16,324
B-406	0.946084	\$ 1,360	\$ 16,324
B-407	1.177546	\$ 1,693	\$ 20,318
B-408	0.946084	\$ 1,360	\$ 16,324
B-409	1.061815	\$ 1,527	\$ 18,321
B-410	1.061815	\$ 1,527	\$ 18,321
B-501	1.180784	\$ 1,698	\$ 20,374
B-502	0.946084	\$ 1,360	\$ 16,324
B-503	1.177546	\$ 1,693	\$ 20,318
B-504	1.177546	\$ 1,693	\$ 20,318
B-505	0.946084	\$ 1,360	\$ 16,324
B-506	0.946084	\$ 1,360	\$ 16,324
B-507	1.177546	\$ 1,693	\$ 20,318
B-508	0.946084	\$ 1,360	\$ 16,324
B-509	1.061815	\$ 1,527	\$ 18,321
B-510	1.061815	\$ 1,527	\$ 18,321

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Ko Olina Beach Villas - Beach Tower

93 Units

Apartment Number	Percentage Common Interest	Projected Maintenance Fee	
		Monthly	Annual
B-601	1.180784	\$ 1,698	\$ 20,374
B-602	0.946084	\$ 1,360	\$ 16,324
B-603	1.177546	\$ 1,693	\$ 20,318
B-604	1.177546	\$ 1,693	\$ 20,318
B-605	0.946084	\$ 1,360	\$ 16,324
B-606	0.946084	\$ 1,360	\$ 16,324
B-607	1.177546	\$ 1,693	\$ 20,318
B-608	0.946084	\$ 1,360	\$ 16,324
B-609	1.061815	\$ 1,527	\$ 18,321
B-610	1.061815	\$ 1,527	\$ 18,321
B-701	1.180784	\$ 1,698	\$ 20,374
B-702	0.946084	\$ 1,360	\$ 16,324
B-703	1.177546	\$ 1,693	\$ 20,318
B-704	1.177546	\$ 1,693	\$ 20,318
B-705	0.946084	\$ 1,360	\$ 16,324
B-706	0.946084	\$ 1,360	\$ 16,324
B-707	1.177546	\$ 1,693	\$ 20,318
B-708	0.946084	\$ 1,360	\$ 16,324
B-709	1.061815	\$ 1,527	\$ 18,321
B-710	1.061815	\$ 1,527	\$ 18,321
B-801	1.180784	\$ 1,698	\$ 20,374
B-802	0.946084	\$ 1,360	\$ 16,324
B-803	1.177546	\$ 1,693	\$ 20,318
B-804	1.177546	\$ 1,693	\$ 20,318
B-805	0.946084	\$ 1,360	\$ 16,324
B-806	0.946084	\$ 1,360	\$ 16,324
B-807	1.177546	\$ 1,693	\$ 20,318
B-808	0.946084	\$ 1,360	\$ 16,324
B-901	1.180784	\$ 1,698	\$ 20,374
B-902	0.946084	\$ 1,360	\$ 16,324
B-903	1.177546	\$ 1,693	\$ 20,318
B-904	1.177546	\$ 1,693	\$ 20,318
B-905	0.946084	\$ 1,360	\$ 16,324
B-906	0.946084	\$ 1,360	\$ 16,324
B-907	1.177546	\$ 1,693	\$ 20,318
B-908	0.946084	\$ 1,360	\$ 16,324
B-1001	0.946084	\$ 1,360	\$ 16,324
B-1002	1.177546	\$ 1,693	\$ 20,318
B-1003	0.946084	\$ 1,360	\$ 16,324
B-1101	0.946084	\$ 1,360	\$ 16,324
B-1102	1.177546	\$ 1,693	\$ 20,318
B-1103	0.946084	\$ 1,360	\$ 16,324
Subtotal	97.484660	140,169.54	\$ 1,682,034

Ko Olina Beach Villas - Beach Tower

93 Units

Apartment Number	Percentage Common Interest	Projected Maintenance Fee	
		Monthly	Annual
B. COMMERCIAL APARTMENTS			
CA-1	0.674968	\$ 971	\$ 11,646
CA-2	1.606481	\$ 2,310	\$ 27,719
CA-3	0.233891	\$ 336	\$ 4,036
Subtotal	2.515340	\$ 3,617	\$ 43,401
TOTAL	100%	\$ 143,786	\$ 1,725,435

EXHIBIT "I"

SUMMARY OF DEPOSIT, RECEIPT, RESERVATION AND SALES CONTRACT

Capitalized terms have the same meaning as ascribed to such terms in the Deposit, Receipt, Reservation and 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 when (i) a true copy of the Contingent Final Public Report or Final Public Report, as applicable, together with the Receipt and Notice Form is delivered to Purchaser, (ii) Purchaser has been given an opportunity to read said Report(s), (iii) Purchaser has executed the Receipt and Notice Form (which execution shall conclusively indicate that Purchaser has read the applicable public report) and has waived Purchaser's right to cancel (Purchaser will be deemed to have accepted for the applicable public report and to have waived Purchaser's right to cancel if Purchaser does not execute and return the Receipt and Notice Form within thirty (30) days from the date of delivery of the applicable public report, or if the apartment is conveyed to Purchaser prior to the expiration of said thirty (30) day period), and (iv) Purchaser and Seller have executed an Affirmation Instrument agreeing to render the Sales Contract a binding contract. In the event the Sales Contract is cancelled, Seller shall cause Escrow to refund payments previously made by Purchaser without interest, less any escrow cancellation fees and other costs.

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 Purchaser's 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 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.

8. 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.

9. 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.

10. 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 June 24, 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 Beach Villas Beach Tower ("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 Beach Villas Beach Tower 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, KBV Master Declaration, Easement Declaration, 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, KBV Villas Master Declaration, Easement Declaration, 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. **APARTMENTS.** The Apartments in the Project shall be occupied and used only for purposes that are consistent with, and appropriate to, a first-class resort destination. *Accordingly, the Apartments may be used for long-term residential use, hotel or transient vacation rental purposes, or other uses permitted by law, the Declaration and the Bylaws, that are consistent with a first-class resort destination;* provided that: (i) other than as may be provided herein, no commercial business activity involving visitation by members of the public on a regular basis shall be conducted from any Residential Apartment; and (ii) 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, including, without limitation, any so-called "fractional ownership", "vacation license", "travel club membership", "club membership", "membership club", "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 and managing such programs.

Notwithstanding the foregoing and subject to applicable law and the Master Declarations, KBV Master Declaration and the Declaration of Easements, any Owner of ten (10) or more Residential Apartments in the Project and Business Apartment may implement a club program at the Project to enable owners to utilize the Recreational Facilities. Such club may or may not be mandatory in nature; may permit usage of the Recreational Facilities by persons who are not Owners in addition to usage of the Recreational Facilities by Owners; and may permit the Developer or its Affiliate, as the operator of the club, to place liens on the Apartments for nonpayment of membership dues. If implemented, the club shall be governed by rules and regulations promulgated by the Developer or its Affiliate, which rules and regulations shall be subject to the Declaration, the Master Declarations, the KBV Master Declaration and the Easement Declaration.

The restrictions set forth in subsection (ii) above shall be read broadly, and, among other things, shall encompass any type of plan, the nature of which causes Apartments to be utilized by persons who have either joined a plan or program as a member or whose use is derivative of someone who has joined a plan or program as a member. Determination by the Association that a violation of this provision exists shall be binding on the violating Owner, and the Board may promulgate and effectuate additional rules, regulations and procedures and processes for enforcement of this provision, including but not limited to any surcharge or other charge or assessment that the Board shall solely determine. The first violation of this provision shall result in notice thereof given to the violating Owner, together with a right to cure such violation within 30 days. If such cure shall not timely occur, or if a cure shall be effected, but a second violation shall occur, then the Association shall be vested with a call option, to be exercised at the Association's sole discretion, to purchase the Apartment at ninety percent (90%) of its fair market value, determined at the time the Owner receives notice from the Association that a violation has occurred, which shall be based on the decision of a licensed State of Hawaii residential real estate appraiser selected by the Association in its sole discretion. The decision of the appraiser as to fair market value shall be final and binding. The appraisal process may be re-done on a semi-annual basis. The fees of the appraiser shall be divided equally between the Owner and the Association. The Association, at its sole discretion, shall in the alternative also have the option to force the sale of the Apartment on the open market commencing the date after the determination of the fair market value of the Apartment by the appraiser at a price equal to 90% of the fair market value of the Apartment. All costs associated with the call option or forced sale, including, without limitation, any broker commissions shall be the responsibility of the Owner and shall be deducted from the purchase price on the resale before distribution of any proceeds to the Owner. Prior to exercising its call option or forcing the sale, the Association shall first send the Owner a written notice of such Owner's violation of this provision and the course of action the Association will pursue.

Each and every party acquiring an interest in the Project consents to the right of the Association to exercise the call option or forced sale right set forth herein including, but not limited to the filing of any and all documents, including, without limitation, any deeds necessary to effect the same in said Land Court; agrees to execute, deliver

and file such documents and instruments and do such other things as may be necessary or convenient to effect the same; and appoints the Association and its assigns his attorney-in-fact with full power of substitution to execute, deliver and file such documents and instruments and to do such things on his behalf, and to receive or send any legal notices required by Chapter 501 of the Act, and to receive service of process (legal papers) as to legal proceedings in the Land Court of the State of Hawaii, 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 such party or parties; which grant of such power shall be binding upon any assign of, or successor-in-interest to, any such party and shall be deemed to be automatically granted anew by any assign or successor-in-interest upon any transfer of any Apartment or any interest therein, whether by deed, mortgage, or any other instrument of conveyance. The Association shall further have the right to execute, deliver and file any amendment to the Declaration or to the Condominium Map, Bylaws and/or House Rules, any easement instrument, any deed, any amendment to an apartment deed, assignment of rights or interest, any necessary land court petitions with the Land Court to exercise its rights pursuant to this provision.

Specifically, but without limitation to the generality of the foregoing, except for Residential Apartments owned by the Developer and used for sales and marketing purposes in accordance with Section IV.G. above, no "open houses" or similar activity providing the sale of an Apartment shall be permitted at the Project or at any Residential Apartment. The Business Apartment may be used for any purpose permissible by law, the Declaration or the Bylaws, including, but not limited to, administrative offices, management offices, the provision of front desk services, concierge services, storage, sales and marketing offices, and activity desks or offices. The Owner of the Business Apartment may enter into such agreements as it deems appropriate to utilize such Apartment to provide services to Owners (but shall not be limited to such use), including, but not limited to, short-term vacation rentals, reservations, registration services, concierge services, luggage services, real estate sales, security, interior unit maintenance and housekeeping services, and any income derived from such services shall belong solely to such Business Apartment Owner.

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. CHANGES TO BUILDING STRUCTURES AND APARTMENTS. The Board shall have the right to change the exterior appearance of any Building Structure. No change shall be made which shall result in an appearance which is inconsistent with a first-class resort destination. The Board may delegate the foregoing responsibility to the Managing Agent. Except for the Owner of the Business Apartment, which shall have the right to change the appearance of such Apartment and any Limited Common Elements appurtenant thereto without the

consent of the Board, no Owner of an Apartment shall, without the prior written consent of the Board, change or cause a change to the exterior appearance of an Apartment or Limited Common Element in any manner.

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.

EXHIBIT "M"

COMMON INTERESTS UPON MERGER OF PROJECT WITH KO OLINA BEACH VILLAS OCEAN TOWER APARTMENTS

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

A. RESIDENTIAL APARTMENTS - BEACH TOWER

Apartment Number	Apartment Type	Bedroom / Bathrooms	Approximate Net Living Area (sf)	Approximate Lanai Area (sf)	Percentage Common Interest
B-101	C2	3/3	1459	373	0.432122
B-102	B2	2/2	1169	227	0.346231
B-103	A-1	3/3	1455	225	0.430937
B-104	A1-R	3/3	1455	225	0.430937
B-105	B2-R	2/2	1169	227	0.346231
B-106	B2	2/2	1169	227	0.346231
B-107	A-1	3/3	1455	225	0.430937
B-108	B2-R	2/2	1169	227	0.346231
B-109	D-R	2/2	1312	277	0.388584
B-110	D	2/2	1312	277	0.388584
B-201	C	3/3	1459	373	0.432122
B-202	B2	2/2	1169	227	0.346231
B-203	A-1	3/3	1455	225	0.430937
B-204	A1-R	3/3	1455	225	0.430937
B-205	B2-R	2/2	1169	227	0.346231
B-206	B2	2/2	1169	227	0.346231
B-207	A-1	3/3	1455	225	0.430937
B-208	B2-R	2/2	1169	227	0.346231
B-209	D-R	2/2	1312	277	0.388584
B-210	D	2/2	1312	277	0.388584
B-301	C	3/3	1459	373	0.432122
B-302	B2	2/2	1169	227	0.346231
B-303	A-1	3/3	1455	225	0.430937
B-304	A1-R	3/3	1455	225	0.430937
B-305	B2-R	2/2	1169	227	0.346231
B-306	B2	2/2	1169	227	0.346231
B-307	A-1	3/3	1455	225	0.430937
B-308	B2-R	2/2	1169	227	0.346231
B-309	D-R	2/2	1312	277	0.388584
B-310	D	2/2	1312	277	0.388584
B-401	C	3/3	1459	373	0.432122
B-402	B2	2/2	1169	227	0.346231
B-403	A-1	3/3	1455	225	0.430937
B-404	A1-R	3/3	1455	225	0.430937
B-405	B2-R	2/2	1169	227	0.346231
B-406	B2	2/2	1169	227	0.346231
B-407	A-1	3/3	1455	225	0.430937
B-408	B2-R	2/2	1169	227	0.346231
B-409	D-R	2/2	1312	277	0.388584
B-410	D	2/2	1312	277	0.388584
B-501	C	3/3	1459	373	0.432122
B-502	B2	2/2	1169	227	0.346231

Apartment Number	Apartment Type	Bedroom / Bathrooms	Approximate Net Living Area (sf)	Approximate Lanai Area (sf)	Percentage Common Interest
B-503	A-1	3/3	1455	225	0.430937
B-504	A1-R	3/3	1455	225	0.430937
B-505	B2-R	2/2	1169	227	0.346231
B-506	B2	2/2	1169	227	0.346231
B-507	A-1	3/3	1455	225	0.430937
B-508	B2-R	2/2	1169	227	0.346231
B-509	D-R	2/2	1312	277	0.388584
B-510	D	2/2	1312	277	0.388584
B-601	C	3/3	1459	373	0.432122
B-602	B2	2/2	1169	227	0.346231
B-603	A-1	3/3	1455	225	0.430937
B-604	A1-R	3/3	1455	225	0.430937
B-605	B2-R	2/2	1169	227	0.346231
B-606	B2	2/2	1169	227	0.346231
B-607	A-1	3/3	1455	225	0.430937
B-608	B2-R	2/2	1169	227	0.346231
B-609	D-R	2/2	1312	277	0.388584
B-610	D	2/2	1312	277	0.388584
B-701	C	3/3	1459	373	0.432122
B-702	B2	2/2	1169	227	0.346231
B-703	A-1	3/3	1455	225	0.430937
B-704	A1-R	3/3	1455	225	0.430937
B-705	B2-R	2/2	1169	227	0.346231
B-706	B2	2/2	1169	227	0.346231
B-707	A-1	3/3	1455	225	0.430937
B-708	B2-R	2/2	1169	227	0.346231
B-709	D-R	2/2	1312	277	0.388584
B-710	D	2/2	1312	277	0.388584
B-801	C	3/3	1459	373	0.432122
B-802	B2	2/2	1169	227	0.346231
B-803	A-1	3/3	1455	225	0.430937
B-804	A1-R	3/3	1455	225	0.430937
B-805	B2-R	2/2	1169	227	0.346231
B-806	B2	2/2	1169	227	0.346231
B-807	A-1	3/3	1455	225	0.430937
B-808	B2-R	2/2	1169	227	0.346231
B-901	C	3/3	1459	373	0.432122
B-902	B2	2/2	1169	227	0.346231
B-903	A-1	3/3	1455	225	0.430937
B-904	A1-R	3/3	1455	225	0.430937
B-905	B2-R	2/2	1169	227	0.346231
B-906	B2	2/2	1169	227	0.346231
B-907	A-1	3/3	1455	225	0.430937
B-908	B2-R	2/2	1169	227	0.346231
B-1001	B2	2/2	1169	227	0.346231
B-1002	A-1	3/3	1455	225	0.430937
B-1003	B2-R	2/2	1169	227	0.346231
B-1101	B2	2/2	1169	227	0.346231
B-1102	A-1	3/3	1455	225	0.430937
B-1103	B2-R	2/2	1169	227	0.346231
Subtotal			120,454		35.675687

EXHIBIT "M"
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B. RESIDENTIAL APARTMENTS - OCEAN TOWER

Apartment Number	Apartment Type	Bedroom / Bathrooms	Approximate Net Living Area (sf)	Approximate Lanai Area (sf)	Percentage Common Interest
O-121	A3-R	3/3	1455	279	0.430937
O-201	J	3/3	1623	286	0.480695
O-202	F2	3/2.5	1480	595	0.438342
O-203	E2-R	2/2	1198	594	0.35482
O-204	E2	2/2	1198	594	0.35482
O-205	F2-R	3/2.5	1480	595	0.438342
O-206	J-R	3/3	1623	286	0.480695
O-210	G	2/2	1255	230	0.371702
O-211	H	3/3	1503	226	0.445154
O-212	A2	3/3	1455	262	0.430937
O-213	B2	2/2	1169	227	0.346231
O-214	B	2/2	1169	283	0.346231
O-215	A3	3/3	1455	279	0.430937
O-221	G-R	2/2	1255	230	0.371702
O-222	H-R	3/3	1503	226	0.445154
O-223	A2-R	3/3	1455	262	0.430937
O-224	B2-R	2/2	1169	227	0.346231
O-225	B-R	2/2	1169	283	0.346231
O-226	A3-R	3/3	1455	279	0.430937
O-301	J	3/3	1623	286	0.480695
O-302	F	3/2.5	1480	211	0.438342
O-303	E-R	2/2	1198	211	0.35482
O-304	E	2/2	1198	211	0.35482
O-305	F-R	3/2.5	1480	211	0.438342
O-306	J-R	3/3	1623	286	0.480695
O-310	G	2/2	1255	230	0.371702
O-311	H	3/3	1503	226	0.445154
O-312	A2	3/3	1455	262	0.430937
O-313	B2	2/2	1169	227	0.346231
O-314	B	2/2	1169	283	0.346231
O-315	A3	3/3	1455	279	0.430937
O-321	G-R	2/2	1255	230	0.371702
O-322	H-R	3/3	1503	226	0.445154
O-323	A2-R	3/3	1455	262	0.430937
O-324	B2-R	2/2	1169	227	0.346231
O-325	B-R	2/2	1169	283	0.346231
O-326	A3-R	3/3	1455	279	0.430937
O-401	J	3/3	1623	286	0.480695
O-402	F	3/2.5	1480	211	0.438342
O-403	E-R	2/2	1198	211	0.35482
O-404	E	2/2	1198	211	0.35482
O-405	F-R	3/2.5	1480	211	0.438342
O-406	J-R	3/3	1623	286	0.480695
O-410	G	2/2	1255	230	0.371702
O-411	H	3/3	1503	226	0.445154
O-412	A2	3/3	1455	262	0.430937
O-413	B2	2/2	1169	227	0.346231

Apartment Number	Apartment Type	Bedroom / Bathrooms	Approximate Net Living Area (sf)	Approximate Lanai Area (sf)	Percentage Common Interest
O-414	B	2/2	1169	283	0.346231
O-415	A3	3/3	1455	279	0.430937
O-421	G-R	2/2	1255	230	0.371702
O-422	H-R	3/3	1503	226	0.445154
O-423	A2-R	3/3	1455	262	0.430937
O-424	B2-R	2/2	1169	227	0.346231
O-425	B-R	2/2	1169	283	0.346231
O-426	A3-R	3/3	1455	279	0.430937
O-501	L	2/2	1240	223	0.367259
O-502	F	3/2.5	1480	211	0.438342
O-503	E-R	2/2	1198	211	0.35482
O-504	E	2/2	1198	211	0.35482
O-505	F-R	3/2.5	1480	211	0.438342
O-506	L-R	2/2	1240	223	0.367259
O-511	H	3/3	1503	226	0.445154
O-512	K	2/2	1330	227	0.393915
O-521	H-R	3/3	1503	226	0.445154
O-522	A2-R	3/3	1455	262	0.430937
O-523	B2-R	2/2	1169	227	0.346231
O-524	B-R	2/2	1169	283	0.346231
O-601	L	2/2	1240	223	0.367259
O-602	F	3/2.5	1480	211	0.438342
O-603	E-R	2/2	1198	211	0.35482
O-604	E	2/2	1198	211	0.35482
O-605	F-R	3/2.5	1480	211	0.438342
O-606	L-R	2/2	1240	223	0.367259
O-611	H	3/3	1503	226	0.445154
O-612	M	2/2	1289	367	0.381772
O-621	H-R	3/3	1503	226	0.445154
O-622	A2-R	3/3	1455	262	0.430937
O-623	B2-R	2/2	1169	227	0.346231
O-624	B-R	2/2	1169	283	0.346231
O-701	L	2/2	1240	223	0.367259
O-702	F	3/2.5	1480	211	0.438342
O-703	E-R	2/2	1198	211	0.35482
O-704	E	2/2	1198	211	0.35482
O-705	F-R	3/2.5	1480	211	0.438342
O-706	L-R	2/2	1240	223	0.367259
O-711	H	3/3	1503	226	0.445154
O-712	M	2/2	1289	367	0.381772
O-721	H-R	3/3	1503	226	0.445154
O-722	A2-R	3/3	1455	262	0.430937
O-723	B2-R	2/2	1169	227	0.346231
O-724	B-R	2/2	1169	283	0.346231
O-801	L	2/2	1240	223	0.367259
O-802	F	3/2.5	1480	211	0.438342
O-803	E-R	2/2	1198	211	0.35482
O-804	E	2/2	1198	211	0.35482
O-805	F-R	3/2.5	1480	211	0.438342
O-806	L-R	2/2	1240	223	0.367259
O-811	H	3/3	1503	226	0.445154

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Apartment Number	Apartment Type	Bedroom / Bathrooms	Approximate Net Living Area (sf)	Approximate Lanai Area (sf)	Percentage Common Interest
O-812	M	2/2	1289	367	0.381772
O-821	H-R	3/3	1503	226	0.445154
O-822	A2-R	3/3	1455	262	0.430937
O-823	B2-R	2/2	1169	227	0.346231
O-824	B-R	2/2	1169	283	0.346231
O-901	L	2/2	1240	223	0.367259
O-902	F	3/2.5	1480	211	0.438342
O-903	E-R	2/2	1198	211	0.35482
O-904	E	2/2	1198	211	0.35482
O-905	F-R	3/2.5	1480	211	0.438342
O-906	L-R	2/2	1240	223	0.367259
O-911	H	3/3	1503	226	0.445154
O-912	M	2/2	1289	367	0.381772
O-921	H-R	3/3	1503	226	0.445154
O-922	A2-R	3/3	1455	262	0.430937
O-923	B2-R	2/2	1169	227	0.346231
O-924	B-R	2/2	1169	283	0.346231
O-1001	L	2/2	1240	223	0.367259
O-1002	F	3/2.5	1480	211	0.438342
O-1003	E-R	2/2	1198	211	0.35482
O-1004	E	2/2	1198	211	0.35482
O-1005	F-R	3/2.5	1480	211	0.438342
O-1006	L-R	2/2	1240	223	0.367259
O-1011	N2	3/3	1556	397	0.460851
O-1021	N2-R	3/3	1556	397	0.460851
O-1101	L	2/2	1240	223	0.367259
O-1102	F	3/2.5	1480	211	0.438342
O-1103	E-R	2/2	1198	211	0.35482
O-1104	E	2/2	1198	211	0.35482
O-1105	F-R	3/2.5	1480	211	0.438342
O-1106	L-R	2/2	1240	223	0.367259
O-1111	N	3/3	1556	443	0.460851
O-1121	N-R	3/3	1556	443	0.460851
O-1201	L	2/2	1240	223	0.367259
O-1202	F	3/2.5	1480	211	0.438342
O-1203	E-R	2/2	1198	211	0.35482
O-1204	E	2/2	1198	211	0.35482
O-1205	F-R	3/2.5	1480	211	0.438342
O-1206	L-R	2/2	1240	223	0.367259
O-1401	L	2/2	1240	223	0.367259
O-1402	F	3/2.5	1480	211	0.438342
O-1403	E-R	2/2	1198	211	0.35482
O-1404	E	2/2	1198	211	0.35482
O-1405	F-R	3/2.5	1480	211	0.438342
O-1406	L-R	2/2	1240	223	0.367259
O-1501	L	2/2	1240	223	0.367259
O-1502	F	3/2.5	1480	211	0.438342
O-1503	E-R	2/2	1198	211	0.35482
O-1504	E	2/2	1198	211	0.35482
O-1505	F-R	3/2.5	1480	211	0.438342
O-1506	L-R	2/2	1240	223	0.367259

EXHIBIT "M"
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Apartment Number	Apartment Type	Bedroom / Bathrooms	Approximate Net Living Area (sf)	Approximate Lanai Area (sf)	Percentage Common Interest
O-1601	L	2/2	1240	223	0.367259
O-1602	F	3/2.5	1480	211	0.438342
O-1603	E-R	2/2	1198	211	0.35482
O-1604	E	2/2	1198	211	0.35482
O-1605	F-R	3/2.5	1480	211	0.438342
O-1606	L-R	2/2	1240	223	0.367259
Subtotal			208,198		61.663435

C. COMMERCIAL APARTMENTS - BEACH TOWER

Apartment Number	Apartment Type	General Description	Approximate Net Living Area (sf)	Approximate Lanai Area (sf)	Percentage Common Interest
CA-1	Commercial Apartment	Front Desk, Great Room	834	908	0.247024
CA-2	Commercial Apartment	Member's Club, Toilets, Kitchen	1985	373	0.587911
CA-3	Commercial Apartment	Beach Bar	289	1025	0.085595
Subtotal			3,108		0.92053

D. COMMERCIAL APARTMENTS - OCEAN TOWER

Apartment Number	Apartment Type	General Description	Approximate Net Living Area (sf)	Approximate Lanai Area (sf)	Percentage Common Interest
CA-A	Commercial Apartment	Engineer's Office and Workroom	688	0	0.203782
CA-B	Commercial Apartment	Employee Breakroom and Lockers	540	0	0.159936
CA-C	Commercial Apartment	Fitness Center Men's and Women's Lockers	4388	0	1.299624
CA-D	Commercial Apartment	Manager's Office and Valet	260	0	0.077006
Subtotal			5,876		1.740348
TOTAL			337,636		100.000000%

E. DESCRIPTION - BEACH TOWER

1. **Location of Apartments.**
 - a. Residential Apartments

Ninety-two (92) Residential Apartments located in a single eleven (11) story building. There are ten (10) Residential Apartment located on levels one through seven, eight (8) Residential Apartments located on levels eight and nine, and three (3) Residential Apartments located on levels ten and eleven.

b. Commercial Apartments

Three (3) Commercial Apartments, two (2) located on level one of a single eleven (11) story building and one (1) free-standing Commercial Apartment located near the pool and beach area.

2. **Layout of Apartments.**

a. Residential Apartments

All Residential Apartments have the number of bedrooms and bathrooms indicated on the table above and one kitchen, one living room and one dining room.

b. Commercial Apartments

The layouts of the Commercial Apartments are further described in the Condominium Map.

3. **Determination of Approximate Net Square Footage.**

With the exception of Commercial Apartment 3 (CA-3), the approximate net square footage of each Apartment in the Beach Tower was determined by measuring the area between the perimeter walls of each Apartment, and includes the area occupied by both the non-load bearing and load-bearing walls located between said perimeter walls.

4. **Calculation of Percentage of Common Interest.**

The common interest attributable to each Apartment in the Project was calculated by dividing the approximate net square footage of each individual Apartment by the total net square footage of the Apartments within the Project.

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 Commercial Apartment 1 (CA-1) was increased by 0.000012%.

5. **Parking Stalls.**

All parking in the Beach Tower will be initially assigned to Commercial Apartment 1 (CA-1). Owners of Beach Tower Apartments may be permitted the opportunity to purchase parking stalls for their exclusive use in the discretion of the Developer.

F. DESCRIPTION - OCEAN TOWER

1. **Location of Apartments.**

a. Residential Apartments

One hundred fifty-five (155) Residential Apartments located in a single twelve (12) story building. There is one (1) Residential Apartment located on level one, eighteen (18) Residential Apartments located on levels two through four, twelve (12) Residential Apartments located on levels five through nine, eight (8) Residential Apartments located on levels ten and eleven, and six (6) Residential Apartments located on levels twelve, fourteen, fifteen and sixteen. There is no level thirteen.

b. Commercial Apartments

Four (4) Commercial Apartments located in a single twelve (12) story building. There are two (2) Commercial Apartments located on level P1 and two (2) Commercial Apartments located on level one.

2. **Layout of Apartments.**

a. Residential Apartments

All Residential Apartments have the number of bedrooms and bathrooms indicated on the table above and one kitchen. Apartment Types E, E-R, E2 and ER-2, have a foyer. Apartment Types J and J-R have a study. All Residential Apartments have separate living rooms and dining rooms, except Unit Types J, J-R, L and L-R have living/dining rooms.

b. Commercial Apartments

The layout of the Commercial Apartments is further described in the Condominium Map.

3. **Determination of Approximate Net Square Footage.**

The approximate net square footage of each Apartment in the Ocean Tower was determined by measuring the area between the perimeter walls of each Apartment, and includes the area occupied by both the non-load bearing and load-bearing walls located between said perimeter walls.

4. **Calculation of Percentage of Common Interest.**

The common interest attributable to each Apartment in the Project was calculated by dividing the approximate net square footage of each individual Apartment by the total net square footage of the Apartments within the Project.

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 Commercial Apartment A (CA-A) was increased by 0.000012%.

5. **Parking Stalls.**

All parking in the Ocean Tower will be initially assigned to Commercial Apartment A (CA-A). Owners of Ocean Tower Apartments may be permitted the opportunity to purchase parking stalls for their exclusive use in the discretion of the Developer.

6. **Storage Lockers.**

All storage lockers in the Ocean Tower will be initially assigned to Commercial Apartment A (CA-A). Owners of Ocean Tower Apartments may be permitted the opportunity to purchase storage lockers for their exclusive use in the discretion of the Developer.