

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

CONDOMINIUM PROJECT NAME:	KOLOA LANDING AT POIPU BEACH – PHASE I (Report covers Phase I consisting of 86 of 329 units)
PROJECT ADDRESS:	2641 Poipu Road Koloa, Hawaii 96756
REGISTRATION NUMBER:	6174
EFFECTIVE DATE OF REPORT:	August 21, 2008
MUST BE READ TOGETHER WITH DEVELOPER'S PUBLIC REPORT DATED:	Amended Developer's Public Report dated February 7, 2008
DEVELOPER(S):	Poipu Beach Villas, LLC

Preparation of this Amendment

The Developer prepared this amendment pursuant to the Condominium Property Act, Section 514B-56, Hawaii Revised Statutes (HRS), as amended from time to time. Section 514B-56, HRS, requires that after the Commission has issued an effective date for the Developer's Public Report, if there are any changes, either material or pertinent changes, or both, regarding the information contained in or omitted from the Developer's Public Report, or if the developer desires to update or change the information set forth in the Developer's Public Report, the developer shall immediately submit to the Commission an amendment to the Developer's Public Report or an amended Developer's Public Report clearly reflecting the change, together with such supporting information as may be required by the Commission, to update the information contained in the Developer's Public Report.

The law defines "material change" as used in parts IV and V of Chapter 514B, HRS means any change that directly, substantially, and adversely affects the use or value of (1) A purchaser's unit or appurtenant limited common elements; or (2) Those amenities of the project available for the purchaser's use.

The law defines "pertinent change" to mean, as determined by the commission, a change not previously disclosed in the most recent public report that renders the information contained in the public report or in any disclosure statement inaccurate, including, but not limited to (1) The size, construction materials, location, or permitted use of a unit or its appurtenant limited common element; (2) The size, use, location, or construction materials of the common elements of the project; or (3) The common interest appurtenant to the unit. A pertinent change does not necessarily constitute a material change.

The filing of an amendment to the Developer's Public Report or an amended Developers Public Report, in and of itself, shall not be grounds for a purchaser to cancel or rescind a sales contract. A purchaser's right to cancel or rescind a sales contract shall be governed by sections 514B-86 and 514B-87, HRS, the terms and conditions of the purchaser's contract for sale, and applicable common law.

This Amendment has not been prepared or issued by the Real Estate Commission or any other governmental agency. The issuance by the Commission of an effective date for this amendment to the Developer's Public Report (1) does not mean that the Commission approves or disapproves of the project; (2) does not mean that the Commission thinks that either all material facts, material changes, or pertinent changes about the project have been fully or adequately disclosed; and (3) is not the

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Commission's judgment of the value or merits of the project.

The law defines "material facts" to mean any fact, defect, or condition, past or present that to a reasonable person, would be expected to measurably affect the value of the project, unit, or property being offered or proposed to be offered for sale.

This amendment may be used by the Developer for promotional purposes only if it is used with the last Developer's Public Report in its entirety.

Prospective purchasers and purchasers are encouraged to read this amendment carefully and to seek professional advice.

Summary of Changes from Earlier Developer's Public Report are Described Beginning on the Next Page

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Summary of Changes from Earlier Developer's Public Report:

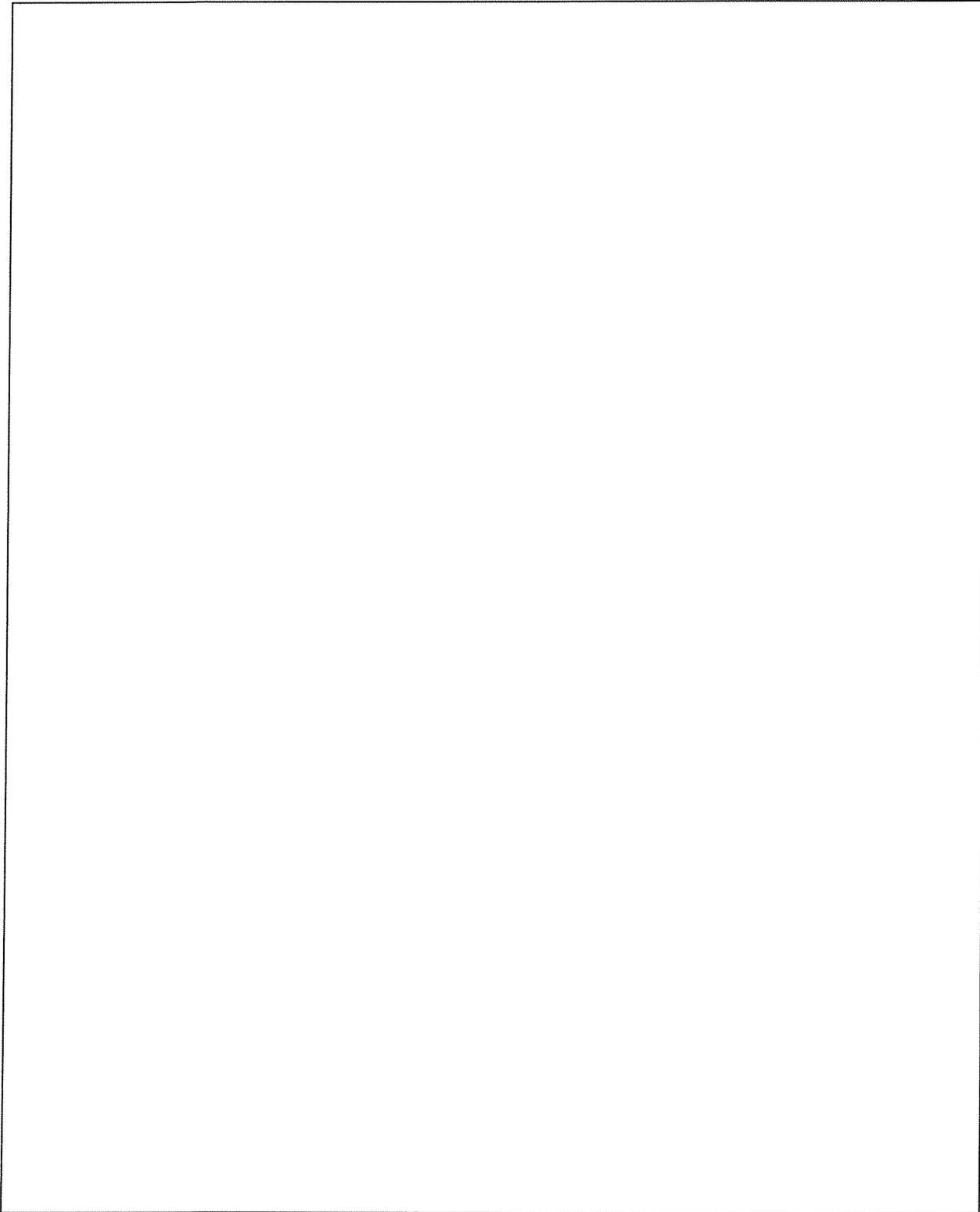
This summary contains a general description of the changes, if any, made by the developer since the last Developer's Public Report was issued an effective date. It is not necessarily all inclusive. Prospective purchasers and purchasers must read this amendment together with the last Developer's Public Report with the effective date as noted on the top of page 1 if they wish to know the specific changes that have been made.

Changes made are as follows (include a description of what the change is and page number and or exhibit alphabet or number; additional pages may be used):

1. Section 2.1. Removed Richard Olson and added Jeff Flamm and David Layton as Managers of Poipu Beach Management, LLC, Manager.
2. Section 3.1. A Clarification Amendment to Amended and Restated Declaration of Condominium Property Regime of Koloa Landing at Poipu Beach dated May 2, 2008, was recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3743269. Amendment clarifies that Developer intends to use Commercial Unit 3 (C3) as an office and front desk.
3. Change project to Phase I and Phase II. The entire condominium project described in the Declaration contains a total of 329 units. However, this Amendment 1 to Amended Developer Public Report shall, for marketing and sales purposes, amend the existing Amended Public Report to cover only 86 of the 329 units as follows: Units 1-106 through 1-108, 1-205 through 1-208, 1-305 through 1-308, 1-405 through 1-408, C3 and the entire Buildings 2, 3, 6 and 9. The Developer has filed a separate registration (Registration No. 6616) to cover the remaining units of the Project and may further bifurcate Registration No. 6616 into additional phases once sales and marketing and construction schedules are finalized. The Project will still be considered one legal condominium project created on the land described in Section 1.1 herein. This means that the Project is covered by one single project declaration, bylaws, house rules and condominium map and will apply to all phases. Each phase will not be considered a separately owned or administered project. The exact unit numbers covered by this Public Report are **BOLDED** in the attached Exhibit "A". See Sections 1.2, 1.3, 1.4, 1.8, 1.13 and 6.4. of the report. The Sales Contract is amended to describe phasing.
4. Exhibit "J" was revised due to revised specimen Sales Contract incorporating phasing language.

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Changes continued:

A large, empty rectangular box with a thin black border, intended for listing changes. It occupies the majority of the page's vertical space.

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The Developer declares subject to the penalties set forth in Section 5148-69, HRS that this project continues to conform to the existing underlying county zoning for the project, zoning and building ordinances and codes and all applicable permitting requirements adopted by the county in which the project is located, all in accordance with Sections 5148-5 and 32(a) (13), HRS.

For any conversion, if any variances have been granted, they are specified in Section 1.14 of this report as amended, and, if purchaser deposits are to be used by the Developer to cure any violations of zoning, permitting requirements or rules of the county in which the project is located, the violation is specified in Section 1.15 of this report as amended, along with the requirements to cure any violation, and Section 5.5 specifies the date by which the cure will be completed.

The Developer hereby certifies that all the information contained in this report as amended and the exhibits attached to this report (if any) as amended and all documents to be furnished by the Developer to purchasers concerning the project have been reviewed by the Developer and are, to the best of the Developer's knowledge, information and belief, true, correct and complete. The Developer hereby agrees promptly to amend this report as amended to report and include either or all material facts, material or pertinent changes to any information contained in or omitted from this report and to file annually a report to update the material contained in this report as amended at least 30 days prior to the anniversary date of the effective date of this report.

POIPU BEACH VILLAS, LLC,
a Hawaii limited liability company

By Poipu Beach Management, LLC,
a Hawaii limited liability company
Its Manager

By Kent B. England
Name: Kent B. England
Its: President

Aug 12, 2008
Date

Distribution:

Department of Finance, County of Kauai

Planning Department, County of Kauai

***Must be signed for a corporation by an officer; for a partnership or limited liability partnership (LLP) by the general partner; for a limited liability company (LLC) by the manager or an authorized member; and for an individual by the individual.**

1. THE CONDOMINIUM PROJECT

1.1 The Underlying Land

Fee Simple or Leasehold Project	<input checked="" type="checkbox"/> Fee <input type="checkbox"/> Leasehold (attach Leasehold Exhibit)
Developer is the Fee Owner	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Fee Owner's Name if Developer is not the Fee Owner	N/A
Address of Project	2641 Poipu Road, Koloa, Hawaii 96756
Address of Project is expected to change because	N/A
Tax Map Key (TMK)	The project land was subdivided and consolidated. The new TMK Nos. have not yet been assigned, however, the former TMK Nos. are (4) 2-8-15:25-37, 45-74 & 81.
Tax Map Key is expected to change because	See above and CPR number will be added for each unit
Land Area	24.59 acres
Developer's right to acquire the Property if Developer is not the Fee Owner (describe)	N/A

1.2 Buildings and Other Improvements

Number of Buildings	Phase I: 5 (4 floors)* Total Project: 19 (4 floors), 1 (2 floors), 2 (1 floor)
Floors Per Building	See above*
Number of New Building(s)	Phase I: 5* Total Project: 22
Number of Converted Building(s)	0
Principal Construction Materials (concrete, wood, hollow tile, steel, glass, etc.)	Steel, glass, drywall, concrete, natural stone & wood floors

* These are only describing the buildings containing units in this Phase I filing. This includes buildings containing the residential and commercial units in the Project, but does not include the 44 free-standing, 4-stall parking garages and 106 carports located throughout the Project, or the West Parking Structure and East Parking Structure (see Condominium Map). The total number of buildings in the overall Project is also noted above.

1.3 Unit Types and Sizes of Units

Unit Type	Quantity	BR/Bath	Net Living Area	Net Other Areas	Other Areas (lanai, garage, etc.)	Total Area
See Exhibit "A"						

86	Total Number of Units*
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*Only 86 units are covered by this Phase I filing. The overall project consists of 329 units. Phase II consist of 243 units.

Note: Net Living Area is the floor area of the unit measured from the interior surface of the perimeter walls of the unit. Other documents and maps may give floor area figures that differ from those above because a different method of determining floor area may have been used.

1.4 Parking Stalls

Total Parking Stalls in the Project:	589 Total (for all phases) See below
Number of Guest Stalls in the Project:	See below
Number of Parking Stalls Assigned to Each Unit:	0
Attach Exhibit _____ specifying the Parking Stall number(s) assigned to each unit and the type of parking stall(s) (regular, compact or tandem and indicate whether covered or open).	
If the Developer has reserved any rights to assign or re-assign parking stalls, describe such rights.	
<p>All of the parking stalls in the Project will be Common Elements. The stalls located within the private 4-car garages will specifically be Limited Common Elements to the Front Desk Unit, as described in the Declaration. Each Unit will have the right to use one (1) unassigned Common Element parking stall on a first come, first served basis. Some of the parking stalls may also be reserved for the Developer and/or the Resort Manager and Managing Agent for the operation of the Commercial Units and resort operations in general as guest and/or employee stalls. The Managing Agent will manage use of the Common Element parking stalls and may delegate its management right to the Resort Manager. There are 130 compact stalls and 264 covered stalls. The remaining stalls in the Project are open. Upon completion of each phase, there will be enough parking stalls to accommodate all Owners in the phase.</p>	

1.5 Boundaries of the Units

Boundaries of the unit: See Exhibit "B"
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1.6 Permitted Alterations to the Units

Permitted alterations to the unit (if the unit is defined as a non-physical or spatial portion of the project, also describe what can be built within such portion of the project): See Exhibit "C"
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1.7 Common Interest

<u>Common Interest</u> : Each unit will have a percentage interest in the common elements appurtenant to each unit. This interest is called the "common interest". It is used to determine each unit'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 unit owners. The common interest for each unit in this project, as described in Declaration, is:
Described in Exhibit "A".
As follows:

1.8 Recreational and Other Common Facilities (Check if applicable):*

X	Swimming pool, hot tubs, pool decks, spa
	Laundry Area
	Storage Area
	Tennis Court
	Recreation Area
X	Trash Chute/Enclosure(s)
X	Exercise Room, weight room and Aerobics room
	Security Gate
	Playground
	Other (describe):

*The Developer currently intends to concurrently construct the common element amenities throughout the construction of each phase. As such, Owners should be aware that all of the amenities may not be completed and available for owner's use until after Owner closes and for a period of time thereafter.

1.9 Common Elements

<u>Common Elements:</u> Common elements are those parts of the condominium project other than the individual units and any other real estate for the benefit of unit owners. Although the common elements are owned jointly by all unit owners, those portions of the common elements that are designated as limited common elements (see Section 1.10 below) may be used only by those units to which they are assigned. In addition to the common facilities described in Section 1.8 above, the common elements for this project, as described in the Declaration, are set forth below.	
Described in Exhibit <u>“D”</u>	
Described as follows:	
Common Element	Number
Elevators	Phase I: 11 Total Project: 42
Stairways	Phase I: 22 Total Project: 84
Trash Chutes	0

1.10 Limited Common Elements

<u>Limited Common Elements:</u> A limited common element is a portion of the common elements that is reserved for the exclusive use of one or more but fewer than all units in the project.
Described in Exhibit <u>“E”</u>
Described as follows:

1.11 Special Use Restrictions

The Declaration and Bylaws may contain restrictions on the use and occupancy of the units. Restrictions for this project include, but are not limited to, those described below.	
X	Pets: As set forth in the House Rules
X	Number of Occupants: As set forth in the House Rules
X	Other: See Exhibit “F” for Special Use Restrictions
	There are no special use restrictions.

1.12 Encumbrances Against Title

An encumbrance is a claim against or a liability on the property or a document affecting the title or use of the property. Encumbrances may have an adverse effect on the property or your purchase and ownership of a unit in the project. Encumbrances shown may include blanket liens which will be released prior to conveyance of a unit (see Section 5.3 on Blanket Liens).
Exhibit <u>“G”</u> describes the encumbrances against title contained in the title report described below.
Date of the title report: <u>April 22,2008</u>
Company that issued the title report: <u>Title Guaranty of Hawaii, Inc.</u>

1.13 Uses Permitted by Zoning and Zoning Compliance Matters

Uses Permitted by Zoning				
	Type of Use	No. of Units	Use Permitted by Zoning	Zoning
	Residential		<input type="checkbox"/> Yes <input type="checkbox"/> No	
X	Commercial	Phase I: 1 Total Project: 6	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	R-20, VDA
	Mix Residential/Commercial		<input type="checkbox"/> Yes <input type="checkbox"/> No	
	Hotel		<input type="checkbox"/> Yes <input type="checkbox"/> No	
	Timeshare		<input type="checkbox"/> Yes <input type="checkbox"/> No	
	Ohana		<input type="checkbox"/> Yes <input type="checkbox"/> No	
	Industrial		<input type="checkbox"/> Yes <input type="checkbox"/> No	
	Agricultural		<input type="checkbox"/> Yes <input type="checkbox"/> No	
	Recreational		<input type="checkbox"/> Yes <input type="checkbox"/> No	
X	Other (specify) Resort/Residential	Phase I: 85 Total Project: 323	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	R-20, VDA
Is/Are this/these use(s) specifically permitted by the project's Declarations or Bylaws?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Variances to zoning code have been granted.			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Describe any variances that have been granted to zoning code.				

1.14 Other Zoning Compliance Matters

Conforming/Non-Conforming Uses, Structures and Lots
<p>In general, a non-conforming use, structure or lot is a use, structure or lot that was lawful at one time but that does not now conform to present zoning requirements. Under present zoning requirements, limitations may apply to extending, enlarging or continuing the non-conformity and to altering and repairing non-conforming structures. In some cases, a non-conforming structure that is destroyed or damaged cannot be reconstructed.</p> <p>If a variance has been granted or if uses, structures or lots are either non-conforming or illegal, the purchaser should consult with county zoning authorities as to possible limitations that may apply in situations such as those described above.</p> <p>A purchaser may not be able to obtain financing or insurance if the condominium project has a non-conforming or illegal use, structure or lot.</p>

	Conforming	Non-Conforming	Illegal
Uses	X		
Structures	X		
Lot	X		

<p>If a non-conforming use, structure or lot exists in this project, this is what will happen under existing laws or codes if the structure is damaged or destroyed:</p>
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2. PERSONS CONNECTED WITH THE PROJECT

<p>2.1 Developer</p>	<p>Name: Poipu Beach Villas, LLC Business Address: 10701 S. Riverfront Parkway, Suite #135 South Jordan, Utah 84095</p> <p>Business Phone Number: (801) 446-0110 E-mail Address: kengland@argentgroup.us</p>
<p>Names of officers and directors of developers that are corporations; general partners of a partnership; partners of a limited liability partnership (LLP); or a manager and members of a limited liability company (LLC) (attach separate sheet if necessary).</p>	<p>Poipu Beach Management, LLC, Manager</p> <p>Its Managers:</p> <p>Nathan Hale Michael Thompson Richard Bennion Ryan Ritchie Jeff Flamm David Layton</p>
<p>2.2 Real Estate Broker</p>	<p>Name: S&P Destination Properties, Inc. Business Address: 1100 Alakea Street, Suite 1210 Honolulu, Hawaii 96813</p> <p>Business Phone Number: (808) 394-2585 E-mail Address: chuntress@sprealestate.com</p>
<p>2.3 Escrow Depository</p>	<p>Name: Title Guaranty Escrow Company Services, Inc. Business Address: 235 Queen Street Honolulu, Hawaii 96813</p> <p>Business Phone Number: (808) 521-0211</p>
<p>2.4 General Contractor</p>	<p>Name: Resort Construction Managers, Inc. Business Address: 9090 S. Sandy Sandy, Utah 84070</p> <p>Business Phone Number: (808) 652-4334</p>
<p>2.5 Condominium Managing Agent</p>	<p>Name: Outrigger Hotels Hawaii dba Outrigger Hotels & Resorts Business Address: 2375 Kuhio Avenue Honolulu, Hawaii 96815</p> <p>Business Phone Number: (808) 921-6600</p>
<p>2.6 Attorney for Developer</p>	<p>Name: Imanaka Kudo & Fujimoto Attn: Mitchell Imanaka, Esq./Nikki Senter, Esq. Business Address: 745 Fort Street, 17th Floor Honolulu, Hawaii 96813</p> <p>Business Phone Number: (808) 521-9500</p>

3. CREATION OF THE CONDOMINIUM AND CONDOMINIUM DOCUMENTS

A condominium is created by recording in the Bureau of Conveyances (Regular System) or filing in the Office of the Assistant Registrar of the Land Court, or both, a Declaration of Condominium Property Regime, a Condominium Map and the Bylaws of the Association of Unit Owners. The Condominium Property Act (Chapter 514B, HRS), the Declaration, Bylaws and House Rules control the rights and obligations of the unit owners with respect to the project and the common elements, to each other, and to their respective units.

3.1 Declaration of Condominium Property Regime

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

Land Court or Bureau of Conveyances	Date of Document	Document Number
Land Court	March 14, 2007	3575729

Amendments to Declaration of Condominium Property Regime

Land Court or Bureau of Conveyances	Date of Document	Document Number
Land Court	September 6, 2007	3673430
Land Court	May 2, 2008	3743269

3.2 Bylaws of the Association of Unit Owners

The Bylaws of the Association of Unit Owners govern the operation of the condominium project. They provide for the manner in which the Board of Directors of the Association of Unit Owners is elected, the powers and duties of the Board, the manner in which meetings will be conducted, whether pets are prohibited or allowed and other matters that affect how the condominium project will be governed.

Land Court or Bureau of Conveyances	Date of Document	Document Number
Land Court	March 14, 2007	3575730

Amendments to Bylaws of the Association of Unit Owners

Land Court or Bureau of Conveyances	Date of Document	Document Number
Land Court	September 6, 2007	3673431

3.3 Condominium Map

The Condominium Map contains a site plan and floor plans, elevations and layout of the condominium project. It also shows the floor plan, unit number and dimensions of each unit.

Land Court Map Number	1878
Bureau of Conveyances Map Number	
Dates of Recordation of Amendments to the Condominium Map: October 25, 2007	

6. MISCELLANEOUS INFORMATION NOT COVERED ELSEWHERE IN THIS REPORT

1. Commercial Units. The developer owns the six (6) Commercial Units in the Project, as further depicted in the Condominium Map. The developer may, at its sole discretion, either a) operate the Commercial Units it owns to provide revenue generating services to Owners, their invitees, occupants and guests and potentially the public and may retain any compensation paid to the developer by such activity or by any vendors operating services in such units in such area; b) convey the Commercial Units to the association or another third party pursuant to its right to do so in accordance with the Declaration; c) lease out the Commercial Unit to other vendors to operate revenue generating activities; or (d) use the Commercial Units as office space.

The Developer intends to lease Commercial Unit 3 (or Front Desk Unit) to the Resort Manager together with the Limited Common Elements appurtenant thereto, for use in its management, administration and operation of the Project at a First Class Standard, as further described in the Declaration.

The Developer may exercise its reserved right to grant patrons of the Commercial Units, including the public, an easement to access and utilize the Common Elements of the Projects and to grant such patrons the accompanying right to participate in any services provided from thereon; provided that such patrons pay an equitable fee for such use.

2. Public Access and Parking. Since the Project is in close proximity to the beach, there may be a public beach access located directly adjacent to the Project. The Developer will also be dedicating eight (8) parking stalls located next to Commercial Unit 6, as depicted on the Condominium Map, to the County for public beach parking as required in its Special Management Area Permit (see 4. below). Owners are aware that the public's exercise of its access rights to the Commercial Units (see 1. above), the beach, and use of the public parking stalls may produce some noise and nuisance at the Project.
3. Special Management Area Permit (SMA(U)-2004-6). The project is located within a Special Management Area under Hawaii Revised Statutes, Chapter 205A, Part II, which generally requires that certain types of development on or near the shoreline may require application and issuance of a Special Management Area use permit. Such permit will be available for review upon request.
4. Construction and Marketing in Phases. The Developer, for registration purposes, will separate the total units in the Project into groups covered by multiple Public Reports in order to accommodate changing construction and/or marketing schedules. This Report currently covers Phase I, which consists of 86 units as set forth in Exhibit "A" attached hereto.

The Developer will be filing concurrently herewith a Phase II Public Report to cover the remaining Units in the Project. The Developer intends to eventually bifurcate the Phase II filing into multiple phases once sales and marketing and construction schedules are finalized. Phase II will likely eventually be separated into up to five (5) separate phases under up to five (5) separate Public Reports.

The Developer hereby discloses that although separate Public Reports may eventually be filed and issued for each phase of the Project, which may consist of up to six (6) separate phases, all 329 units, or lesser number actually constructed, still legally comprise a single legal condominium project on the land described in Section 1.1. In other words, the act of separating the various units into different marketing and sales phases does not create separate and distinct condominium projects, but only creates separate "projects" for Public Report registration purposes. Accordingly, the Project is subject to one condominium declaration, which sets forth the common elements described in Exhibit "D" attached to the Amended Developer's Public Report.

The Developer intends to construct and sell the Project phase by phase and currently intends to complete all phases in the Project. The Developer currently intends to concurrently construct the common element amenities throughout the construction of each phase, which common elements is estimated to be completed by 2014. As such, Owners should be aware that all of the amenities may not be completed and available for owner's use until after Owner closes and for a period of time thereafter. Note, however, that pursuant to Developer's reserved rights in the Declaration to not develop all of the buildings and improvements in the Project and to alter the number of units in the Project, the Developer may readjust the number of phases in the Project, the number of units per phase, may not complete all phases of the Project and/or may not build all or may modify the amenities.

5. Developer to Pay Actual Costs of Project. The Developer hereby discloses that it may initially assume the actual common expenses of the Project, pursuant to Section 514B-41 of the Hawaii Revised Statutes, as applicable, from the date upon which certificates of occupancy are issued for the respective unit of the Project. Should developer make such election, no unit owner shall be obligated to pay his or her respective share of the common expenses until the Developer files a written notice with the Real Estate Commission of the State of Hawaii ("Commission") notifying the Commission and all unit owners of the Project that, after a date certain, each unit owner shall thereafter be obligated to pay for the respective share of common expenses allocated to said owner's unit. The written notice shall be filed with the Commission at least thirty (30) days prior to the specified date, and a copy of said amendment shall be delivered to each of the unit owners whose maintenance expenses were assumed by the Developer.
6. Hospitality Services. The Developer, as Owner of the Front Desk Unit, by way of the Declaration, may require owners participate in certain Standard Hospitality Services and may offer certain optional A la Carte Services as set forth in the Declaration (collectively, "Hospitality Services"). The Developer, as owner of the Front Desk Unit, may alter the types and amounts of Hospitality Services provided at the Project, may offer additional Hospitality Services or decrease Hospitality Services or offer no Hospitality Services, in its sole discretion. The cost of Standard Hospitality Services will be a common expense. Accordingly, the Developer's decision to offer more or less services will affect the common expense and may cause an adjustment in the maintenance fees. The Residential Unit Owner requesting such service or such owner's guest or occupant will pay the Front Desk Unit Owner (or Resort Manager) directly for A la Carte Services. The Hospitality Services are further described in the Declaration. Purchasers should make careful review of the Declaration to further understand the structure of the Project.
7. Archaeological Sites. There are archaeological sites on the property, including, without limitation, an existing railroad, lava tube and C-shape wall(s). The Developer has an approved preservation plan with the County. The railroad berm will eventually be relocated off the property. Until such time, there will be a permanent buffer around the berm. The lava tube and C-shape wall(s) will also have permanent buffer zones. No structures will be built in the buffer zones. Owners can review the approved preservation plan upon request.
8. Front Desk Unit Resort Manager. The Developer, as Owner of the Front Desk Unit, may lease the Front Desk Unit and the Limited Common Elements appurtenant thereto and certain Commercial Units to a Resort Manager. The Resort Manager will be responsible for the resort operations at the Project including, without limitation, front desk and guest services and the provision of Hospitality Services, as further described in the Declaration.

The Front Desk Unit Owner shall have the right, in its sole discretion, to (a) select a Resort Manager to manage and/or operate the Front Desk Unit; (b) to change such Resort Manager from time to time and/or to brand the Project. NEITHER THE DEVELOPER, THE FRONT DESK UNIT OWNER NOR ANY OF THEIR RESPECTIVE AGENTS OR REPRESENTATIVES HAVE MADE ANY REPRESENTATIONS, WARRANTIES, GUARANTEES OR OTHER CLAIMS OF ANY KIND REGARDING THE IDENTITY OF THE RESORT MANAGER FOR THE FRONT DESK UNIT OR IF A RESORT MANAGER WILL BE

HIRED TO OPERATE AND MANAGE THE FRONT DESK UNIT. THE DEVELOPER AND THE FRONT DESK UNIT OWNER EXPRESSLY DISCLAIM ANY REPRESENTATIONS, WARRANTIES, GUARANTEES OR OTHER CLAIMS OF ANY KIND REGARDING THE SAME.

9. Parking Stalls. Residential Units shall not have an assigned parking stall, and shall not be guaranteed the use of a specific parking stall. The parking stalls located within the 4-car garages throughout the Project shall be Limited Common Elements to the Front Desk Unit. The Front Desk Unit Owner may license, lease or redesignate these stalls as Limited Common Elements to other Units in the Project. All remaining stalls shall be Common Elements of the Project and shall be available for use by all Owners, unless otherwise marked as "reserved." Managing Agent will manage use of the stalls, however may delegate its right to do so to the Resort Manager. The Resort Manager may establish rules and regulations for the use thereof.
10. Securities Laws and Regulations. Developer makes no representations: (i) regarding the possibility or probability of economic benefit from the purchase and ownership of a unit; (ii) to the effect that Developer will provide services relating to the rental of a unit; or (iii) as to the possible advantages of the ownership or rental of a unit under federal law or state tax laws. Developer makes no representation regarding either the economic benefits to be derived from the ownership, rental or tax treatment of any purchaser of a unit. The tax treatment and economic benefits may vary with individual circumstances, and Seller recommends that a purchaser consult with his or her own attorney, accountant or other tax counsel for advice regarding tax treatment.
11. 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 shall be prorated as a closing cost payable by purchaser pursuant to the sales contract for the purchase of a unit.
12. Transient Use. The Residential Units in the Project 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 resort destination operating pursuant to the First Class Standard; provided that, without the prior written consent of the Front Desk Unit Owner: (i) other than as may be provided in the Declaration, no commercial business activity, or home occupation involving visitation by members of the public on a regular basis shall be conducted from any Residential Unit; and (ii) notwithstanding anything contained within the Declaration or in law to the contrary, the units 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," "destination club," "time-interval ownership," "interval exchange" (whether the exchange is based on direct exchange or occupancy rights, cash payments, reward programs or other point or accrual systems) 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; provided that Units owned by an Owner (including Developer) of ten (10) or more Residential Units are exempt from the restriction set forth in (ii) above, subject to applicable law, and any other Residential Unit may be exempt upon prior written consent of the Developer, which may be withheld in the Developer's sole, absolute discretion, and whether it is viable or unviable to do so.
13. Construction Defects. CHAPTER 672, HAWAII REVISED STATUTES, EFFECTIVE JULY 1, 2004, CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY FILE A LAWSUIT OR OTHER ACTION FOR DEFECTIVE CONSTRUCTION AGAINST THE CONTRACTOR WHO DESIGNED, REPAIRED, OR CONSTRUCTED YOUR HOME OR FACILITY. NINETY DAYS BEFORE YOU FILE YOUR LAWSUIT OR OTHER ACTION,

YOU MUST SERVE ON THE CONTRACTOR A WRITTEN NOTICE OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE. UNDER THE LAW, A CONTRACTOR HAS THE OPPORTUNITY TO MAKE AN OFFER TO REPAIR AND/OR PAY FOR ANY DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER MADE BY A CONTRACTOR. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER THE LAW AND FAILURE TO FOLLOW THEM MAY NEGATIVELY AFFECT YOUR ABILITY TO FILE A LAWSUIT OR OTHER ACTION.

14. Mold Development. Molds, mildews, toxins and fungi may exist and/or develop within the unit and/or the Project. Purchaser is hereby advised that certain molds, mildews, toxins and/or fungi may be, or if allowed to remain for a sufficient period may become, toxic and potentially pose health risk. By acquiring title to a unit, Purchaser shall be deemed to have assumed the risks associated with molds, mildew, toxins and/or fungi and to have released Developer and the Front Desk Unit Owner from any and all liability resulting from the same.
15. Hotel; Condominium Living. The Developer intends to operate the project as a resort. As such, the intensity of use of the units in the Project may vary substantially. Residential Unit Owners intending to reside long-term at the Project should be aware that they may reside in very close proximity to other persons, as well as Commercial Units operating retail businesses, with attendant limitations on solitude and privacy. Walls, floors and ceilings have been designed to meet applicable building codes. Owners may also hear noise from adjacent units within the Project, including, but not limited to, noise from showers, bathtubs, sinks, toilets or other sources of running water and/or plumbing fixtures. Also, Owners may hear noise from such items as the pool, generators, vacuum cleaners, stereos or televisions, or from people running, walking, exercising or socializing. Finally, Owners may hear high levels of sound, music, noise, odors, vibrations and other nuisances from the Commercial Units in the Project. Owners may also experience light entering the Residential Units from commercial lighting in the Project and from street lights located in close proximity to the window and doors for the Units. Each Residential Unit Owner specifically acknowledges and agrees that Residential Units may be rented to transient guests on each floor that Residential Units are located.
16. Noise. The Association and Developer have no control over and shall not be responsible for the transmission of noise, light or odors within the Project and/or from adjacent retail/entertainment, commercial and hotel developments, and the potential effect of such noise, light or odors on units within the Project.
17. Neighboring Developments. Certain portions of land (the "Neighboring Developments") outside, abutting and/or near the Project may be subject to redevelopment, and in the future may be developed by third parties over whom Developer has no control. The Association and Developer may have no jurisdiction over future Neighboring Developments, and, accordingly, there is no representation as to the nature, use or architecture of any future development or improvements on Neighboring Developments. Any such use, development and/or construction on Neighboring Developments may result in noise, dust, or other "nuisance" to the Project or owners, and Purchaser acknowledges the same. Should Developer also be the developer of any Neighboring Developments, Developer shall have the sole right to determine the nature, use and architecture of such Neighboring Developments.
18. Views. DEVELOPER HAS NOT MADE ANY ORAL OR WRITTEN STATEMENT, REPRESENTATION OR WARRANTY THAT THERE IS ANY "VIEW" FROM THE UNIT OR THAT ANY EXISTING "VIEW" WILL NOT BE OBSTRUCTED IN THE FUTURE. Purchaser, by accepting title to the Unit acknowledges that: (a) there are no protected views in the Project, and the units are not assured the existence or unobstructed continuation of any particular view, (b) any view from the unit is not intended as part of the value of the unit, and is not guaranteed, and Developer makes no representation or warranty regarding the effect of the view on the value of the unit, and (c) any future development, construction, landscaping, growth of trees or other installation of improvements by Developer, the Front Desk Unit

Owner, other owners or owners of other property in the vicinity of the Project, may impair the view from the unit, and Purchaser consents to such view impairment.

19. Potential Beach Hazards. Purchasers should be aware that the beach area fronting the property is known to have high surf and dangerous currents. Swimming in Koloa Beach is purely at your own risk.
20. Security Disclaimer. The Association, the Front Desk Unit Owner, the Resort Manager and/or Managing Agent may, but shall not be obligated to maintain or support certain activities within the Project designed to make the Project safer than it might otherwise be.

Neither the Association, the Front Desk Unit Owner, the Resort Manager, the Managing Agent nor Developer shall in any way be considered insurers or guarantors of security within the Project, and neither the Association, the Front Desk Unit Owner, the Resort Manager, the Managing Agent or Developer, nor any successor or assign of the foregoing shall be held liable for any loss or damage by reason of failure to provide security or the ineffectiveness of security measures undertaken. All owners and occupants of any unit, tenants, guests and invitees of any owner, as applicable, acknowledge that the Association the Board, the Front Desk Unit Owner, the Resort Manager, the Managing Agent or Developer or any successors or assigns of the foregoing do not represent or warrant that any fire protection system or other security system installed within the Project may not be compromised or circumvented, that any fire protection or burglar alarm systems or other security systems will prevent loss by fire, smoke, burglary, theft, hold-up, terrorism or otherwise, nor that fire protection or burglar alarm systems or other security systems will in all cases provide the detection or protection for which the system was designed or intended. Purchaser, his or her family, agents, transient guests, or other occupants of any unit, as applicable, acknowledges and understands that the Front Desk Unit Owner, the Resort Manager, the Association, its Board and committees, the Managing Agent or Developer, and any other successor to Developer is not an insurer, and that each owner, his or her family, agents, transient guests, or other occupants of a unit assume all risks for loss or damage to persons, units and the contents of units, and further acknowledges that the Front Desk Unit Owner, the Resort Manager, the Association, its Board and committees, the Managing Agent or Developer, or any successor-in-interest to Developer have made no representations or warranties, nor has Purchaser, his or her family, agents, transient guests, long-term guests, or other occupants of a unit relied upon any representation or warranty, expressed or implied, including any warranty of merchantability as to the fitness of any alarm systems or other security systems recommended or installed, or any security measure undertaken within the Project.

21. Guest Service Fee. Pursuant to the Declaration, the Front Desk Unit shall have the right to charge Owners and/or such Owners users, occupants, invitees and guests a Guest Service Fee due upon check-out for each night in occupancy, for the provision of certain front desk, guest services and recreational services, including, without limitation, check in and check out service and key service, as further set forth in the Declaration.

EXHIBIT "A"

UNIT NUMBERS, UNIT TYPES, LAYOUT, APPROXIMATE NET LIVING AREA, APPROXIMATE LANAI AREA, PERCENTAGE COMMON INTEREST

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

Only the following 86 Units are covered by this report:

1-106 through 1-108, 1-205 through 1-208, 1-305 through 1-308, 1-405 through 1-408, C3, 2-101 through 2-404, 3-101 through 3-404, 6-101 through 6-403 and 9-101 through 9-406

Unit Number	Unit Type	Bedrooms/ Bathrooms	Approximate Net Living Area(sf)	Approximate Lanai Area(sf)	Percentage Common Interest
1-101	F2	2/2.5	1510	631	0.313843%
1-102	D2	2/2.5	1254	324	0.260635%
1-103	D2-R	2/2.5	1254	324	0.260635%
1-106	B2	2/2	1057	294	0.219690%
1-107	B2-R	2/2	1057	294	0.219690%
1-108	G3-R	3/3	1722	644	0.357905%
1-201	F2	2/2.5	1510	631	0.313843%
1-202	D2-R	2/2.5	1254	324	0.260635%
1-203	D2	2/2.5	1254	324	0.260635%
1-204	G3-R	3/3	1722	644	0.357905%
1-205	G3	3/3	1722	644	0.357905%
1-206	B2	2/2	1057	294	0.219690%
1-207	B2-R	2/2	1057	294	0.219690%
1-208	G3-R	3/3	1722	644	0.357905%
1-301	F2	2/2.5	1510	631	0.313843%
1-302	D2-R	2/2.5	1254	324	0.260635%
1-303	D2	2/2.5	1254	324	0.260635%
1-304	G3-R	3/3	1722	644	0.357905%
1-305	G3	3/3	1722	644	0.357905%
1-306	B2	2/2	1057	294	0.219690%
1-307	B2-R	2/2	1057	294	0.219690%
1-308	G3-R	3/3	1722	644	0.357905%
1-401	F2	2/2.5	1510	631	0.313843%
1-402	D2-R	2/2.5	1254	324	0.260635%
1-403	PH-1	3/3.5	2980	845	0.619371%
1-405	G3	3/3	1722	644	0.357905%
1-406	B2	2/2	1057	294	0.219690%
1-407	B2-R	2/2	1057	294	0.219690%
1-408	G3-R	3/3	1722	644	0.357905%
2-101	G3	3/3	1722	644	0.357905%
2-102	B2-R	2/2	1057	294	0.219690%
2-103	B2	2/2	1057	294	0.219690%
2-104	G3-R	3/3	1722	644	0.357905%
2-201	G3	3/3	1722	644	0.357905%
2-202	B2-R	2/2	1057	294	0.219690%

Unit Number	Unit Type	Bedrooms/ Bathrooms	Approximate Net Living Area(sf)	Approximate Lanai Area(sf)	Percentage Common Interest
2-203	B2	2/2	1057	294	0.219690%
2-204	G3-R	3/3	1722	644	0.357905%
2-301	G3	3/3	1722	644	0.357905%
2-302	B2-R	2/2	1057	294	0.219690%
2-303	B2	2/2	1057	294	0.219690%
2-304	G3-R	3/3	1722	644	0.357905%
2-401	G3	3/3	1722	644	0.357905%
2-402	B2-R	2/2	1057	294	0.219690%
2-403	B2	2/2	1057	294	0.219690%
2-404	G3-R	3/3	1722	644	0.357905%
3-101	F2	2/2.5	1510	631	0.313843%
3-102	B2-R	2/2	1057	294	0.219690%
3-103	B2	2/2	1057	294	0.219690%
3-104	G3-R	3/3	1722	644	0.357905%
3-201	F2	2/2.5	1510	631	0.313843%
3-202	B2-R	2/2	1057	294	0.219690%
3-203	B2	2/2	1057	294	0.219690%
3-204	G3-R	3/3	1722	644	0.357905%
3-301	F2	2/2.5	1510	631	0.313843%
3-302	B2-R	2/2	1057	294	0.219690%
3-303	B2	2/2	1057	294	0.219690%
3-304	G3-R	3/3	1722	644	0.357905%
3-401	F2	2/2.5	1510	631	0.313843%
3-402	B2-R	2/2	1057	294	0.219690%
3-403	B2	2/2	1057	294	0.219690%
3-404	G3-R	3/3	1722	644	0.357905%
4-101	F2	2/2.5	1510	631	0.313843%
4-102	B2-R	2/2	1057	294	0.219690%
4-103	B2	2/2	1057	294	0.219690%
4-104	G3-R	3/3	1722	644	0.357905%
4-201	F2	2/2.5	1510	631	0.313843%
4-202	B2-R	2/2	1057	294	0.219690%
4-203	B2	2/2	1057	294	0.219690%
4-204	G3-R	3/3	1722	644	0.357905%
4-301	F2	2/2.5	1510	631	0.313843%
4-302	B2-R	2/2	1057	294	0.219690%
4-303	B2	2/2	1057	294	0.219690%
4-304	G3-R	3/3	1722	644	0.357905%
4-401	F2	2/2.5	1510	631	0.313843%
4-402	B2-R	2/2	1057	294	0.219690%
4-403	B2	2/2	1057	294	0.219690%
4-404	G3-R	3/3	1722	644	0.357905%
5-101	G3	3/3	1722	644	0.357905%
5-102	A1-R	1/1.5	877	288	0.182278%
5-103	C2	2/2	1191	269	0.247541%

Unit Number	Unit Type	Bedrooms/ Bathrooms	Approximate Net Living Area(sf)	Approximate Lanai Area(sf)	Percentage Common Interest
5-104	C2-R	2/2	1191	269	0.247541%
5-105	A1	1/1.5	877	288	0.182278%
5-106	G3-R	3/3	1722	644	0.357905%
5-201	G3	3/3	1722	644	0.357905%
5-202	A1-R	1/1.5	877	288	0.182278%
5-203	C2	2/2	1191	269	0.247541%
5-204	C2-R	2/2	1191	269	0.247541%
5-205	A1	1/1.5	877	288	0.182278%
5-206	G3-R	3/3	1722	644	0.357905%
5-301	G3	3/3	1722	644	0.357905%
5-302	A1-R	1/1.5	877	288	0.182278%
5-303	C2	2/2	1191	269	0.247541%
5-304	C2-R	2/2	1191	269	0.247541%
5-305	A1	1/1.5	877	288	0.182278%
5-306	G3-R	3/3	1722	644	0.357905%
5-401	G3	3/3	1722	644	0.357905%
5-402	A1-R	1/1.5	877	288	0.182278%
5-403	C2	2/2	1191	269	0.247541%
5-404	C2-R	2/2	1191	269	0.247541%
5-405	A1	1/1.5	877	288	0.182278%
5-406	G3-R	3/3	1722	644	0.357905%
6-101	J3	3/3	1846	734	0.383678%
6-102	D2-R	2/2.5	1254	324	0.260635%
6-103	D2	2/2.5	1254	324	0.260635%
6-104	J3-R	3/3	1846	734	0.383678%
6-201	J3	3/3	1846	734	0.383678%
6-202	D2-R	2/2.5	1254	324	0.260635%
6-203	D2	2/2.5	1254	324	0.260635%
6-204	J3-R	3/3	1846	734	0.383678%
6-301	J3	3/3	1846	734	0.383678%
6-302	D2-R	2/2.5	1254	324	0.260635%
6-303	D2	2/2.5	1254	324	0.260635%
6-304	J3-R	3/3	1846	734	0.383678%
6-401	PH-2	4/4.5	3009	655	0.625399%
6-403	PH-2-R	4/4.5	3009	655	0.625399%
7-101	J3	3/3	1846	734	0.383678%
7-102	D2-R	2/2.5	1254	324	0.260635%
7-103	D2	2/2.5	1254	324	0.260635%
7-104	J3-R	3/3	1846	734	0.383678%
7-201	J3	3/3	1846	734	0.383678%
7-202	D2-R	2/2.5	1254	324	0.260635%
7-203	D2	2/2.5	1254	324	0.260635%
7-204	J3-R	3/3	1846	734	0.383678%
7-301	J3	3/3	1846	734	0.383678%
7-302	D2-R	2/2.5	1254	324	0.260635%

Unit Number	Unit Type	Bedrooms/ Bathrooms	Approximate Net Living Area(sf)	Approximate Lanai Area(sf)	Percentage Common Interest
7-303	D2	2/2.5	1254	324	0.260635%
7-304	J3-R	3/3	1846	734	0.383678%
7-401	PH-2	4/4.5	3009	655	0.625399%
7-403	PH-2-R	4/4.5	3009	655	0.625399%
8-101	J3	3/3	1846	734	0.383678%
8-102	D2-R	2/2.5	1254	324	0.260635%
8-103	D2	2/2.5	1254	324	0.260635%
8-104	J3-R	3/3	1846	734	0.383678%
8-201	J3	3/3	1846	734	0.383678%
8-202	D2-R	2/2.5	1254	324	0.260635%
8-203	D2	2/2.5	1254	324	0.260635%
8-204	J3-R	3/3	1846	734	0.383678%
8-301	J3	3/3	1846	734	0.383678%
8-302	D2-R	2/2.5	1254	324	0.260635%
8-303	D2	2/2.5	1254	324	0.260635%
8-304	J3-R	3/3	1846	734	0.383678%
8-401	PH-2	4/4.5	3009	655	0.625399%
8-403	PH-2-R	4/4.5	3009	655	0.625399%
9-101	G3	3/3	1722	644	0.357905%
9-102	B2-R	2/2	1057	294	0.219690%
9-103	E2	2/2.5	1320	301	0.274352%
9-104	E2-R	2/2.5	1320	301	0.274352%
9-105	B2	2/2	1057	294	0.219690%
9-106	G3-R	3/3	1722	644	0.357905%
9-201	G3	3/3	1722	644	0.357905%
9-202	B2-R	2/2	1057	294	0.219690%
9-203	E2	2/2.5	1320	301	0.274352%
9-204	E2-R	2/2.5	1320	301	0.274352%
9-205	B2	2/2	1057	294	0.219690%
9-206	G3-R	3/3	1722	644	0.357905%
9-301	G3	3/3	1722	644	0.357905%
9-302	B2-R	2/2	1057	294	0.219690%
9-303	E2	2/2.5	1320	301	0.274352%
9-304	E2-R	2/2.5	1320	301	0.274352%
9-305	B2	2/2	1057	294	0.219690%
9-306	G3-R	3/3	1722	644	0.357905%
9-401	G3	3/3	1722	644	0.357905%
9-402	B2-R	2/2	1057	294	0.219690%
9-403	E2	2/2.5	1320	301	0.274352%
9-404	E2-R	2/2.5	1320	301	0.274352%
9-405	B2	2/2	1057	294	0.219690%
9-406	G3-R	3/3	1722	644	0.357905%
10-101	G3	3/3	1722	644	0.357905%
10-102	B2-R	2/2	1057	294	0.219690%
10-103	B2	2/2	1057	294	0.219690%

Unit Number	Unit Type	Bedrooms/ Bathrooms	Approximate Net Living Area(sf)	Approximate Lanai Area(sf)	Percentage Common Interest
10-104	G3-R	3/3	1722	644	0.357905%
10-201	G3	3/3	1722	644	0.357905%
10-202	B2-R	2/2	1057	294	0.219690%
10-203	B2	2/2	1057	294	0.219690%
10-204	G3-R	3/3	1722	644	0.357905%
10-301	G3	3/3	1722	644	0.357905%
10-302	B2-R	2/2	1057	294	0.219690%
10-303	B2	2/2	1057	294	0.219690%
10-304	G3-R	3/3	1722	644	0.357905%
10-401	G3	3/3	1722	644	0.357905%
10-402	B2-R	2/2	1057	294	0.219690%
10-403	B2	2/2	1057	294	0.219690%
10-404	G3-R	3/3	1722	644	0.357905%
11-101	G3	3/3	1722	644	0.357905%
11-102	B2-R	2/2	1057	294	0.219690%
11-103	B2	2/2	1057	294	0.219690%
11-104	G3-R	3/3	1722	644	0.357905%
11-201	G3	3/3	1722	644	0.357905%
11-202	B2-R	2/2	1057	294	0.219690%
11-203	B2	2/2	1057	294	0.219690%
11-204	G3-R	3/3	1722	644	0.357905%
11-301	G3	3/3	1722	644	0.357905%
11-302	B2-R	2/2	1057	294	0.219690%
11-303	B2	2/2	1057	294	0.219690%
11-304	G3-R	3/3	1722	644	0.357905%
11-401	G3	3/3	1722	644	0.357905%
11-402	B2-R	2/2	1057	294	0.219690%
11-403	B2	2/2	1057	294	0.219690%
11-404	G3-R	3/3	1722	644	0.357905%
12-101	G3	3/3	1722	644	0.357905%
12-102	B2-R	2/2	1057	294	0.219690%
12-103	B2	2/2	1057	294	0.219690%
12-104	G3-R	3/3	1722	644	0.357905%
12-201	G3	3/3	1722	644	0.357905%
12-202	B2-R	2/2	1057	294	0.219690%
12-203	B2	2/2	1057	294	0.219690%
12-204	G3-R	3/3	1722	644	0.357905%
12-301	G3	3/3	1722	644	0.357905%
12-302	B2-R	2/2	1057	294	0.219690%
12-303	B2	2/2	1057	294	0.219690%
12-304	G3-R	3/3	1722	644	0.357905%
12-401	G3	3/3	1722	644	0.357905%
12-402	B2-R	2/2	1057	294	0.219690%
12-403	B2	2/2	1057	294	0.219690%
12-404	G3-R	3/3	1722	644	0.357905%

Unit Number	Unit Type	Bedrooms/ Bathrooms	Approximate Net Living Area(sf)	Approximate Lanai Area(sf)	Percentage Common Interest
13-101	J3	3/3	1846	734	0.383678%
13-102	D2-R	2/2.5	1254	324	0.260635%
13-103	D2	2/2.5	1254	324	0.260635%
13-104	J3-R	3/3	1846	734	0.383678%
13-201	J3	3/3	1846	734	0.383678%
13-202	D2-R	2/2.5	1254	324	0.260635%
13-203	D2	2/2.5	1254	324	0.260635%
13-204	J3-R	3/3	1846	734	0.383678%
13-301	J3	3/3	1846	734	0.383678%
13-302	D2-R	2/2.5	1254	324	0.260635%
13-303	D2	2/2.5	1254	324	0.260635%
13-304	J3-R	3/3	1846	734	0.383678%
13-401	PH-2	4/4.5	3009	655	0.625399%
13-403	PH-2-R	4/4.5	3009	655	0.625399%
14-101	J3	3/3	1846	734	0.383678%
14-102	D2-R	2/2.5	1254	324	0.260635%
14-103	D2	2/2.5	1254	324	0.260635%
14-104	J3-R	3/3	1846	734	0.383678%
14-201	J3	3/3	1846	734	0.383678%
14-202	D2-R	2/2.5	1254	324	0.260635%
14-203	D2	2/2.5	1254	324	0.260635%
14-204	J3-R	3/3	1846	734	0.383678%
14-301	J3	3/3	1846	734	0.383678%
14-302	D2-R	2/2.5	1254	324	0.260635%
14-303	D2	2/2.5	1254	324	0.260635%
14-304	J3-R	3/3	1846	734	0.383678%
14-401	PH-2	4/4.5	3009	655	0.625399%
14-403	PH-2-R	4/4.5	3009	655	0.625399%
15-101	G3	3/3	1722	644	0.357905%
15-102	B2-R	2/2	1057	294	0.219690%
15-103	B2	2/2	1057	294	0.219690%
15-104	G3-R	3/3	1722	644	0.357905%
15-201	G3	3/3	1722	644	0.357905%
15-202	B2-R	2/2	1057	294	0.219690%
15-203	B2	2/2	1057	294	0.219690%
15-204	G3-R	3/3	1722	644	0.357905%
15-301	G3	3/3	1722	644	0.357905%
15-302	B2-R	2/2	1057	294	0.219690%
15-303	B2	2/2	1057	294	0.219690%
15-304	G3-R	3/3	1722	644	0.357905%
15-401	G3	3/3	1722	644	0.357905%
15-402	B2-R	2/2	1057	294	0.219690%
15-403	B2	2/2	1057	294	0.219690%
15-404	G3-R	3/3	1722	644	0.357905%
16-101	F2	2/2.5	1510	631	0.313843%

Unit Number	Unit Type	Bedrooms/ Bathrooms	Approximate Net Living Area(sf)	Approximate Lanai Area(sf)	Percentage Common Interest
16-102	A1-R	1/1.5	877	288	0.182278%
16-103	A1	1/1.5	877	288	0.182278%
16-104	G3-R	3/3	1722	644	0.357905%
16-201	F2	2/2.5	1510	631	0.313843%
16-202	A1-R	1/1.5	877	288	0.182278%
16-203	A1	1/1.5	877	288	0.182278%
16-204	G3-R	3/3	1722	644	0.357905%
16-301	F2	2/2.5	1510	631	0.313843%
16-302	A1-R	1/1.5	877	288	0.182278%
16-303	A1	1/1.5	877	288	0.182278%
16-304	G3-R	3/3	1722	644	0.357905%
16-401	F2	2/2.5	1510	631	0.313843%
16-402	A1-R	1/1.5	877	288	0.182278%
16-403	A1	1/1.5	877	288	0.182278%
16-404	G3-R	3/3	1722	644	0.357905%
17-101	G3	3/3	1722	644	0.357905%
17-102	B2	2/2	1057	294	0.219690%
17-103	B2-R	2/2	1057	294	0.219690%
17-104	F2-R	2/2.5	1510	631	0.313843%
17-201	G3	3/3	1722	644	0.357905%
17-202	B2	2/2	1057	294	0.219690%
17-203	B2-R	2/2	1057	294	0.219690%
17-204	F2-R	2/2.5	1510	631	0.313843%
17-301	G3	3/3	1722	644	0.357905%
17-302	B2	2/2	1057	294	0.219690%
17-303	B2-R	2/2	1057	294	0.219690%
17-304	F2-R	2/2.5	1510	631	0.313843%
17-401	G3	3/3	1722	644	0.357905%
17-402	B2	2/2	1057	294	0.219690%
17-403	B2-R	2/2	1057	294	0.219690%
17-404	F2-R	2/2.5	1510	631	0.313843%
18-101	G3	3/3	1722	644	0.357905%
18-102	B2	2/2	1057	294	0.219690%
18-103	B2-R	2/2	1057	294	0.219690%
18-104	F2-R	2/2.5	1510	631	0.313843%
18-201	G3	3/3	1722	644	0.357905%
18-202	B2	2/2	1057	294	0.219690%
18-203	B2-R	2/2	1057	294	0.219690%
18-204	F2-R	2/2.5	1510	631	0.313843%
18-301	G3	3/3	1722	644	0.357905%
18-302	B2	2/2	1057	294	0.219690%
18-303	B2-R	2/2	1057	294	0.219690%
18-304	F2-R	2/2.5	1510	631	0.313843%
18-401	G3	3/3	1722	644	0.357905%
18-402	B2	2/2	1057	294	0.219690%

Unit Number	Unit Type	Bedrooms/ Bathrooms	Approximate Net Living Area(sf)	Approximate Lanai Area(sf)	Percentage Common Interest
18-403	B2-R	2/2	1057	294	0.219690%
18-404	F2-R	2/2.5	1510	631	0.313843%
19-101	G3	3/3	1722	644	0.357905%
19-102	B2-R	2/2	1057	294	0.219690%
19-103	B2	2/2	1057	294	0.219690%
19-104	G3-R	3/3	1722	644	0.357905%
19-201	G3	3/3	1722	644	0.357905%
19-202	B2-R	2/2	1057	294	0.219690%
19-203	B2	2/2	1057	294	0.219690%
19-204	G3-R	3/3	1722	644	0.357905%
19-301	G3	3/3	1722	644	0.357905%
19-302	B2-R	2/2	1057	294	0.219690%
19-303	B2	2/2	1057	294	0.219690%
19-304	G3-R	3/3	1722	644	0.357905%
19-401	G3	3/3	1722	644	0.357905%
19-402	B2-R	2/2	1057	294	0.219690%
19-403	B2	2/2	1057	294	0.219690%
19-404	G3-R	3/3	1722	644	0.357905%
C1	Snack Bar		1191	400	0.247541%
C2	Spa		3377	1515	0.701885%
C3	Office		2508		0.521270%
C4	Convenience Store		803		0.166898%
C5	Multi-purpose Room		1068	422	0.221976%
C6	Maintenance Bldg		5360		1.114005%
			481133		100.000000%

1. **Location of Units.**

a. Residential Units.

Three hundred and twenty-three (323) Residential Units located in nineteen (19) different four (4) story buildings located throughout the Project as follows:

- 1) Building 1 contains 29 Residential Units.
- 2) Building 2 contains 16 Residential Units.
- 3) Building 3 contains 16 Residential Units.
- 4) Building 4 contains 16 Residential Units.
- 5) Building 5 contains 24 Residential Units.
- 6) Building 6 contains 14 Residential Units.
- 7) Building 7 contains 14 Residential Units.
- 8) Building 8 contains 14 Residential Units.
- 9) Building 9 contains 24 Residential Units.
- 10) Building 10 contains 16 Residential Units.
- 11) Building 11 contains 16 Residential Units.
- 12) Building 12 contains 16 Residential Units.
- 13) Building 13 contains 14 Residential Units.

- 14) Building 14 contains 14 Residential Units.
- 15) Building 15 contains 16 Residential Units.
- 16) Building 16 contains 16 Residential Units.
- 17) Building 17 contains 16 Residential Units.
- 18) Building 18 contains 16 Residential Units.
- 19) Building 19 contains 16 Residential Units.

b. Commercial Units

Six (6) Commercial Units located throughout the Project as follows:

- 1) Commercial Unit 1 (C1; Snack Bar) is its own free standing building.
- 2) Commercial Unit 2 (C2; Spa) in a free standing building. The Aerobics room and Weight Room are limited common elements to C2. Owners will have access to and use of the Aerobics room and Weight Room through a license granted to the association in the Declaration.
- 3) Commercial Unit 3 (C3; Office) located on first floor of Building 1.
- 4) Commercial Unit 4 (C4; Convenience Store) located on first floor of Building 1.
- 5) Commercial Unit 5 (C5; Multi-Purpose Room) located on first floor of Building 1.
- 6) Commercial Unit 6 (C6; Maintenance Building) is its own free standing building.

Note that the Owner of a Commercial Unit has the right to change the use of such Commercial Unit and the labeling of such Units herein and in the Condominium Map are for reference purposes only to describe initial intended use.

2. **Layout of Units.**

a. Residential Units. All Residential Units have the number of bedrooms and bathrooms indicated on the table above and one kitchen. All Residential Units have a living/dining room and all Penthouse 1 (PH-1) type Units have a study. The layouts of the Residential Units are further depicted in the Condominium Map.

b. Commercial Units. The layouts of the Commercial Units are depicted in the Condominium Map.

3. **Determination of Approximate Net Living area.**

The approximate net living area of each Unit in the Project was determined by measuring the area between the perimeter walls of each Unit, and includes the area occupied by the non-load bearing walls and some load-bearing columns located between said perimeter walls.

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

The common interest attributable to each Unit in the Project was calculated by dividing the approximate net living area of each individual Unit the total net living area of the Units within the Project. In order to permit the common interest for all Units in the Project to equal exactly one hundred percent (100%), the common interest attributable to Commercial Unit 6 was decreased by .000032%. THE COMMON INTERESTS SET FORTH HEREIN ARE BASED ON THE DEVELOPER'S BEST ESTIMATE AT THE TIME OF FILING OF THE DECLARATION FOR THE PROJECT. THE DEVELOPER HAS THE RESERVED RIGHT TO MODIFY THE COMMON INTEREST IN THE EVENT THAT THERE IS A VARIATION IN APPROXIMATE NET LIVING AREA.

5. **Parking Stalls/Storage Lockers.**

All parking in the Project are Common Elements; provided that the parking stalls located within the 4-car garages and any storage locker or areas therein, are specifically Limited Common Elements appurtenant to the Office Unit. Residential Units shall not have an assigned parking stall, and shall not be guaranteed the use of a specific parking stall. However, such Residential Unit will have the right to use one (1) unassigned parking stall on a first come, first served basis, the location of which shall be determined by the Managing Agent or Resort Manager. Some of the parking stalls may also be reserved for the Developer and/or the Resort Manager and Managing Agent

for the operation of the Commercial Units and resort operations in general as guest and/or employee stalls. The Managing Agent will manage use of the Common Element parking stalls and may delegate its management right to the Resort Manager.

The parking stalls located within the 4-car garages and the storage lockers located therein, as Limited Common Elements to the Office Unit, are for the exclusive use by and are under the control of the Office Unit Owner; provided that the Office Unit Owner at such Owner's discretion may license, lease out or redesignate such stalls or storage lockers as Limited Common Elements to other Units in the Project.

EXHIBIT "J"

SUMMARY OF SALES CONTRACT

Capitalized terms have the same meaning as ascribed to such terms in the 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 Unit 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. The Sales Contract further provides that any form of reservation agreement entered into between Purchaser and Seller prior to execution of the Sales Contract shall be automatically terminated upon execution of the Sales Contract and all deposits held under such reservation agreement shall be applied to the Sales Contract, in the manner set forth in the Sales Contract.

Among other provisions the specimen Sales Contract provides:

1. Prior to execution of the Sales Contract, Purchaser shall receive: (i) a true copy of the Public Report for the Project, either personally or by registered or certified mail with return receipt requested, and the Notice of Right to Cancel advising Purchaser of Purchaser's right to cancel the Sales Contract, the delivery of which is required by Hawaii Revised Statutes, Section 514B-86, and (ii) a copy of the Federal Property Report. Purchaser shall also have been given an opportunity to read said report(s).

2. Purchaser may cancel the Sales Contract within thirty (30) days of Purchaser's receipt of the Public Report. It is understood that Purchaser may, at any time after Purchaser's receipt of the Notice of Right to Cancel, waive Purchaser's right to cancel the Sales Contract. If Purchaser shall fail to execute the Notice of Right to Cancel within thirty (30) days of Purchaser's receipt of the Public Report, Purchaser shall be deemed to have waived Purchaser's right to cancel the Sales Contract (by Purchaser's failure to give said written notice of cancellation). The conveyance of the Unit to the Purchaser within the thirty (30)-day period referenced above shall also be treated as a waiver by Purchaser of Purchaser's right to cancel the Sales Contract.

3. Notwithstanding the foregoing pursuant to the Federal Interstate Land Sales Full Disclosure Act Purchaser shall have the option to cancel the Sales Contract by notice to the Seller until midnight of the seventh (7th) day following the signing of the Sales Contract by Purchaser. If Purchaser does not receive a Federal Property Report prepared pursuant to the rules and regulations of the Office of Interstate Land Sales Registration, US Department of Housing and Urban Development, in advance of Purchaser signing the Sales Contract, the Sales Contract may be cancelled by Purchaser for two-years from the date of signing by Purchaser. The foregoing seven (7) day rescission period provided pursuant to the Federal Interstate Land Sales Full Disclosure Act shall commence upon Purchaser's execution of this Sales Contract and may run concurrent with the thirty (30)-day rescission period provided pursuant to Hawaii law, as discussed above.

4. If the Sales Contract shall become binding prior to the completion of construction, the Sales Contract shall provide a Completion Deadline for Seller's completion of the Project. If the Project is not completed by the Completion Deadline, Purchaser may cancel his or her Sales Contract at any time thereafter.

5. The Seller has entered into an Escrow Agreement, summarized in Exhibit "K" herein, with Title Guaranty Escrow Services, Inc. ("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. Escrow may charge a cancellation fee on account of escrow services performed not to exceed \$250.00.

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

7. The Sales Contract provides that Purchaser will receive interest on Purchaser's Deposits as set forth in the Sales Contract.

8. 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.

9. The Sales Contract provides that Purchaser will pay all closing costs associated with the purchase and sale. 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 of 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.

10. The Sales Contract provides that it shall not be construed as a present transfer of any rights or of any interest in the Unit, 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 Unit Deed.

11. 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.

12. 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 Unit 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.

13. The Seller, for registration purposes, intends to separate the total units in the Project into groups covered by multiple Public Reports in order to accommodate changing construction and/or marketing schedules. The Seller, however, intends to eventually file up to six (6) separate phases under up to six (6) separate Public Reports. As such, the Unit in the Sales Contract will be located in one of these separate phases.

The Seller hereby discloses that although separate Public Reports may eventually be filed and issued for each phase of the Project, which may consist of up to six (6) separate phases, all 329 units, or lesser number actually constructed, still legally comprise a single legal condominium project on the land described in the Declaration. In other words, the act of separating the various units into different marketing and sales phases does not create separate and distinct condominium projects, but only creates separate "projects" for Public Report registration purposes. Accordingly, the Project is subject to one condominium declaration, which sets forth the common elements described in Exhibit "D" herein.

The Seller intends to construct and sell the Project phase by phase and currently intends to complete all phases in the Project. The Seller currently intends to concurrently construct the common element amenities throughout the construction of each phase. As such, Purchaser should be aware that all of the amenities may not be completed and available for Purchaser's use until after Purchaser closes and for a period of time thereafter. Note, however, that pursuant to Seller's reserved rights in the Declaration to not develop all of the buildings and improvements in the Project and to alter the number of units in the Project, the Seller may readjust the number of phases in the Project, the number of units per phase, may not complete all phases of the Project and/or may not build all or may modify the amenities.

* * * * *

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.