

RICHARD B. NICHOLLS  
STATE REAL ESTATE  
COMMISSIONER



2005 N. CENTRAL AVENUE  
SUITE 700  
PHOENIX, ARIZONA 85004  
5055 E. BROADWAY  
SUITE B-104  
TUCSON, ARIZONA 85711

State of Arizona  
Department of Real Estate

January 23, 1987

ARROYO ROBLE DEVELOPMENT CORPORATION  
400 N. HIGHWAY 89A  
P.O. BOX 539  
SEDONA, AZ 86336

REFERENCE NO. 22,196 - ARROYO ROBLE

Gentlemen:

This is to acknowledge receipt of the filing on the above development which indicates that the requirements under Section 32-2197.01 have been fulfilled. This property may now be offered for sale or lease and enclosed is our official Receipt No. 6249 , for the required fees.

Interests in this subdivision shall not be offered for sale or lease, nor shall a deposit be accepted thereon, or an agreement of sale be executed for any interest in this subdivision until a copy of the Real Estate Commissioner's Public Report has been given to the prospective purchaser and a receipt taken therefore.

The Owner, Subdivider or Agent of this subdivision shall obtain the Purchaser's/Lessee's signature on a receipt form approved by the department. Signed receipts shall be maintained at the office of the Owner, Subdivider or Agent for a period of not less than five (5) years. Receipts shall be subject to inspection at any reasonable time by the Real Estate Commissioner or his deputies. The receipt form on the reverse side of this letter is approved by the department and must be used when the prospective purchaser/lessee receives a copy of the Public Report.

The reproduction of the attached Real Estate Commissioner's Public Report by the off-set printing method or photo copies, is approved by this department. The approval of this procedure is based only upon the understanding that these processes are used, and five (5) copies of this report be furnished this Department for distribution to the various agencies.

You should refer to the Interstate Land Sales Full Disclosure Act and the Regulations promulgated thereunder to determine whether a filing with the Office of the Interstate Land Sales Registration is required.

Yours very truly,

A handwritten signature in cursive script that reads "Silvia R. Arellano".

SILVIA R. ARELLANO  
ACTING COMMISSIONER  
STATE OF ARIZONA  
DEPARTMENT OF REAL ESTATE





These governing documents are un-official copies. Official documents can be obtained from AZ Department of Real Estate, AZ Corporation Commission, and Coconino County, for a fee.

# Public Report



# STATE OF ARIZONA DEPARTMENT OF REAL ESTATE

PUBLIC REPORT FOR A TIME SHARE OFFERING ON  
ARROYO ROBLE (PHASE IV)  
COCONINO COUNTY, ARIZONA

## DEVELOPER

ARROYO ROBLE DEVELOPMENT CORPORATION,  
an Arizona corporation  
400 N. Highway 89A  
P.O. BOX 539  
Sedona, AZ 86336

ISSUED: January 23, 1987  
CORRECTED: February 6, 1987

FILE NO. 22,196

THIS REPORT IS NOT A RECOMMENDATION OF THE  
DEVELOPMENT BUT IS INFORMATIVE ONLY

BUYER OR LESSEE MUST SIGN THAT HE HAS RECEIVED AND READ THIS REPORT

### PURCHASER REVOCATION RIGHTS

THE STATE'S TIME SHARE ACT PROVIDES THE PURCHASER OR LESSEE THE LEGAL RIGHT TO RESCIND WITHOUT CAUSE OF ANY KIND BY SENDING OR DELIVERING WRITTEN NOTICE OF RESCISSION BY MIDNIGHT OF THE 7TH CALENDAR DAY FOLLOWING THE DAY ON WHICH THE PURCHASER OR LESSEE HAS EXECUTED A CONTRACT OR PURCHASE AGREEMENT.

# GENERAL INFORMATION ABOUT TIME SHARE OFFERINGS

This registered offering is a time share project. Time share is a general term used to describe the structuring and marketing of a variety of properties, ownership and occupancy arrangements, all having one element in common - the sharing of property by a number of persons for vacation, leisure and recreational purposes.

Many types of property may be time shared, including hotels, condominiums, or a mix of such properties. There are also a variety of ownership and occupancy arrangements, all of which generally fall into one of two categories:

1. Those where you may buy a legal estate or shared-ownership interest;

OR

2. Those where ownership of the property remains with the developer, or others; where you will get no type of legal ownership, but where you may buy a long-term use or occupancy right; the nature of which lies somewhere between a long-term lease, rental or reservation agreement.

In each of the above types, you will find variations; those most commonly utilized are briefly explained as follows:

**1. Fee Interval Ownership:** You will get a legally recognized estate for years and will actually own the unit or property for the interval of time purchased. The Arroyo Roble Resort is a fee interval ownership.

**2. Tenancy-in-common Ownership:** You the buyer receive an undivided interest in the property, and ownership for the full term, in-common with other purchasers. A separate agreement between all the co-owners, agreed to during the marketing program determines the times and dates of use of the properties by the co-owners.

**3. Common-interest Ownership:** In this type of an arrangement title to the time-shared properties is eventually transferred into the name of a non-profit corporation often termed a "club". Purchasers, as members of the association obtain an undivided common interest (ownership) in the properties through the vehicle of that association. The use period is most often "floating", within either a fixed season, or perhaps within the entire year. The association is also responsible for managing the corporation properties and the system of reservations. Control and management of the properties is accomplished by a Board of Directors, selected at first by the developer, later by membership vote.

**4. Use or Occupancy Agreements (non-ownership):** A variety of language is used to describe this type of an arrangement. Developers use such expressions as "vacation license", "occupancy rights", etc. Essentially however, if you examine the documents utilized to create this type of an arrangement, you will find that the purchaser obtains no form or legal ownership of the properties. Ownership, management and control remains with the original developers. Most often time share purchasers will have little or no say in the management or servicing of such properties. The term or use is for a fixed period of time a period of years.

**FIXED OR FLOATING TIME:** Projects are usually structured and intervals sold for either a fixed time or a floating time. If you purchase a fixed time interval, it means that you have occupancy and use of a particular unit at a fixed date and time each year. "Floating Time" means that your right to use and occupancy in a specific or non-specific unit will be determined in each instance of use, by reservation and unit availability. Before purchasing in a "floating time" project you should determine the ratio of sales or membership to unit availability and make certain that the developer will not oversell or enter into excessive numbers of sales agreements as compared with the number of units available. If a developer sells at too high a ratio, there could be a long waiting time and difficulties in effecting a reservation, particularly during popular holiday and vacation seasons.

## SPECIAL NOTES

**1. TIME SHARE OWNERS ASSOCIATION:** A purchase of an interest in this registered offering will require that you be a member of Arroyo Roble Council of Co Owners. Through legally enforceable provisions in the recorded declaration and as provided in your purchase agreement your membership in the association will be mandatory and automatic the moment you make your purchase. Membership will mean certain responsibilities and obligations, such as:

In order to provide funds for operation and maintenance of the common facilities, the association will have authority to levy assessments against your percentage of interest in the property. If you are delinquent in the payment of assessments, the association may enforce payment through court proceedings or your interest in the project or ability to use or occupy the facilities or participate in the management, may in other ways be in jeopardy. The anticipated income and expense of the association, and the amount that you may expect to pay annually through assessments, should be outlined in, and predicated upon, budgets. Ask to see a copy of the budget if the developer has not already made it available for your examination. Please note Exhibit A attached, Projected Operating Budget.

Your ownership or interest rights, as a member of the association will be controlled by governing instruments which include the declarations, the articles of incorporation, by-laws and administrative rules. The provisions of these documents are intended to be, and in most cases are, enforceable in a court of law. Study these documents carefully before entering into a contract to purchase an interest.

Until there is a sufficient number of purchasers it is likely that the developer will effectively control the affairs of the association. It is frequently necessary and equitable that the developer do so during the early stages of development. It is important to interest owners that the transition from the developer to all the owners collectively be accomplished in an orderly manner.

When contemplating the purchase of a dwelling in a common-interest project, you should consider factors beyond the attractiveness of the dwelling units themselves. Study the governing instruments and give careful thought to whether you will be able to exist happily in an atmosphere of cooperative living where the interests of the group must be taken into account as well as the interest of the individual.

**2. EXCHANGE NETWORKS:** There is an exchange participation program under an agreement between the developer of this project and RESORT CONDOMINIUMS INTERNATIONAL. A time share interest owner in this project may exchange his/her privilege in this project for comparable use privileges in other projects in the RESORT CONDOMINIUMS INTERNATIONAL program. To maintain this exchange right, an owner must pay an annual membership fee to RESORT CONDOMINIUMS INTERNATIONAL and an additional fee each time a reservation is made in another project in the program.

If the existence of this exchange program is a significant factor in your decision to purchase a time share interest in this project, you should carefully consider the following before you make your decision.

- a. You have no assurance that RCI will be able to provide you with an accommodation that meets your needs and desires when you want it or at any time.
- b. You have no assurance that this project will still be affiliated with the RCI program when you desire to exercise exchange privileges. The current contract between the developer of this project and RCI expires August 15, 1990. If it is not renewed, you as an individual owner will not be eligible to participate in the RCI exchange program. Moreover, RCI can terminate the affiliation of this project if there is a breach of the agreement between the developer and RCI.
- c. RCI rules currently prohibit new owner-members from "trading up" in the exchange program. This means that you will not be able to exchange your, right to use for the right to use another unit that RCI rates higher than the interest that you own. This rating system is based upon the dwelling unit itself and the time of year and the length of time that you are eligible to use it. For additional information concerning these and other restrictions on exchanges, you should obtain a fact sheet from the developer or from RCI.

## **THE PROJECT**

The project ARROYO ROBLE is real property comprised of approximately 9.2911 acres, which is improved with structures containing 72 living units and common facilities. The project is located at Sedona, Arizona in Coconino County taking Interstate 17 to Sedona, turnoff Highway 179 West to Highway 89A, North 3/4 of a mile. Located on a creek side in uptown Sedona. There are 72 units, 62 units will be 2 story units and 10 will be 1 story units. Phase One consists of Units 1-16, inclusive, Phase II consists of Units 37 to 52, while Phase III consists of Units 17 to 36. The first unit was completed in October, 1983 with the entire development to be completed within two years. All common area improvements are in and complete for Phase 1 and 2, Phase 3 improvements were completed by December 1, 1985. In addition, all off sites included in Phase 3 were completed by December 1, 1985. Both the prior phases are now complete.

Phase IV consists of Units 53-72. The first units in Phase IV will be completed by May 1, 1987 and that all the remaining units will be completed by November 1, 1987. The offsites utilities and service are completed to Phase IV.

Developer advises that completion of the first four Phase I units was accomplished in October, 1983 with the next eight units completed in the month of November, 1983. The starting up of the last four Phase I units had been delayed in order to maintain access for large equipment during the construction of the first twelve Phase I units. The completion of these last four Phase I units was completed by January 1, 1984.

The declarant's initial intent is to develop the covered property as a timesharing resort condominium, however, any property or portion thereof now within the covered property or brought within the covered property by the declaration, may, at the sole option of declarant, be developed as a condominium without division by time or interval unit. Each interval unit shall be given a separate, consecutive identifying number. Such number shall be issued, to the extent reasonably possible, in the order of purchase. Fifty-two numbers shall be assigned for every unit which is time-shared, thus, in the event all seventy-two units in the interval covered property are time-shared and more are sold as entire units, the identifying numbers shall be 1 to 3,744 inclusive. The said identifying numbers shall be part of the legal description of each interval unit.

One unit within the property may be sold subsequently by the developer as a unit not divided into time, therefore, no interval owner is assured of ever being able to use a specific dwelling. No more than four(4) dwellings in any building shall be sold as units not divided into time until twenty-four(24) units have been sold, additional dwellings in each building may be sold as units not divided into time, to the extent that no building has more than two(2) such units more than any other building in the initial covered property.

One interval week for each unit which is time-shared shall not be sold to an owner, but shall be conveyed to the council as a "maintenance week" for the purpose of performing general maintenance and routine repairs to the time-shared units.

Each interval unit owner shall own, in common with all other interval unit owners, an undivided fractional interest in all of the dwellings, except for those dwellings conveyed as units not divided into time. The fractional interest of any interval owner in the time-shared dwellings and the number and designation of dwellings owned in common by the interval owners is subject to change, pursuant to the declaration. Said fractional interest in the time-shared dwellings for each interval, at any time, shall be a fraction with a numerator of one and denominator which is 52 times the remainder of the total number of dwellings minus the number of dwellings conveyed as entire units. Said fraction shall represent the interval owner's interest in the time-shared dwellings only, and shall have no effect on the fractional interest in the common elements. The fractional interest in the time-shared dwellings and the apartment number of dwellings so owned, need not be set forth specifically in the deed, and are subject to change, pursuant to the subsection in the declaration entitled "Space of Dwelling."

"Interval" means an annually reserved time period of one week from 4:00 P.M. on the same day of the week one week later. Intervals may be reserved in separate one day increments, and will be referred to as "Part Intervals" or "Days".

"Interval Ownership" means a conveyance in fee simple absolute of an undivided interest in the common elements owned or tenants in common with all other unit and interval unit owners of an undivided interest in the time-shared dwellings with all other interval owners and a right to use a dwelling annually for a stated period of time in accordance with the Declaration, the Bylaws and Rules of the Council.

**TITLE:** Title to this project is vested in ARROYO ROBLE DEVELOPMENT CORPORATION, an Arizona corporation. Title is subject, among other things, to all taxes, assessments, covenants, conditions, restrictions, limitations, reservations, rights, obligations, powers, easements, right-of-way, liens and charges of record. YOU SHOULD INVESTIGATE THE TITLE AND SATISFY YOURSELF AS TO WHAT EFFECT, IF ANY, THESE MATTERS MAY HAVE ON THE USE OF THE LAND.



## EXCEPTIONS:

1. Taxes and assessments collectible by the County Treasurer for the following year:

|      |                  |
|------|------------------|
| Year | 1986 second half |
|------|------------------|

2. Liabilities and obligations imposed upon said land by reason of its inclusion within the following named district.

Sedona-Oak Creek Volunteer Fire District

3. Easement and rights incident thereto, as set forth in instrument:

|                                  |                          |
|----------------------------------|--------------------------|
| Book                             | 8 of Promiscuous Records |
| Page                             | 337                      |
| Purpose                          | Electric Line            |
| Affects All units<br>(Undefined) |                          |

4. Easement and rights incident thereto, as set forth in instrument:

|                                  |                           |
|----------------------------------|---------------------------|
| Book                             | 10 of Promiscuous Records |
| Page                             | 567                       |
| Purpose                          | Electric Line             |
| Affects All units<br>(Undefined) |                           |

5. Easement and rights incident thereto, as set forth in instrument:

|                                  |                           |
|----------------------------------|---------------------------|
| Book                             | 9 of Official Records     |
| Page                             | 228                       |
| Purpose                          | Water distribution system |
| Affects All units<br>(Undefined) |                           |

6. Easement and rights incident thereto, as set forth in instrument:

|                  |                         |
|------------------|-------------------------|
| Book             | 127 of Official Records |
| Page             | 206                     |
| Purpose          | Sewer Line              |
| (Common element) |                         |

7. Agreement according to the terms and conditions contained therein:

|              |  |
|--------------|--|
| Purpose      | Maintenance of "Jordan Ditch"                  |
| Dated        | March 27, 1959                                 |
| First Party  | George W. Jordan and Helen E. Jordan, his wife |
| Second Party | Walter F. Jordan and Ruth M. Jordan, his wife  |
| Recorded     | March 27, 1959                                 |
| Book         | 135 of Official Records                        |
| Page         | 130  |

8. Agreement according to the terms and conditions contained therein:

|              |   |
|--------------|---|
| Purpose      | Construction, repair and operation of water pumping plant |
| Dated        | March 27, 1959  |
| First Party  | George W. Jordan and Helen E. Jordan, his wife            |
| Second Party | Walter F. Jordan and Ruth M. Jordan, his wife             |
| Recorded     | March 27, 1959  |
| Book         | 135 of Official Records                                   |
| Page         | 132   |

**9. Easement and rights incident thereto, as set forth in instrument:**

|  |                         |
|--|-------------------------|
| Book                                   | 147 of Official Records |
| Page                                   | 168                     |
| Purpose                                | Roadway and pipelines   |
| And thereafter Modified by instrument; |                         |
| Recorded in Book                       | 147 of Official Records |
| Page                                   | 171                     |

**10. Easement and rights incident thereto, as set forth in instrument:**

|                    |                    |
|--------------------|--------------------|
| Recorded in Docket | 254                |
| Page               | 742                |
| Purpose            | Ingress and egress |
| (Common elements)  |                    |

**11. Easement and rights incident thereto, as set forth in instrument:**

|                    |                       |
|--------------------|-----------------------|
| Recorded in Docket | 394                   |
| Page               | 105                   |
| Purpose            | Underground utilities |
| Affects            | All units             |

**12. Restrictions, conditions, covenants, liabilities, obligations and easements contained in instrument:**

|                    |     |
|--------------------|-----|
| Recorded in Docket | 833 |
| Page               | 681 |

**13. Agreement according to the terms and conditions contained therein:**

|              |   |
|--------------|---|
| Purpose      | Construction, maintenance and perpetuation of reciprocal easements  |
| Dated        | June 1, 1981  |
| First Party  | Robert Allen Evans, Trustee for the Robert Allen Evans and Patricia Mae Evans Trust dated August 15, 1973 |
| Second Party | Arroyo Roble Hotel Partnership  |
| Recorded     | July 20, 1981   |
| Docket       | 842   |
| Page         | 464   |

**14. Easements as shown on the recorded plat of said subdivision. (Common Elements)**

**15. Restrictions, Conditions, Covenants, Liabilities, Obligations, Reservations, and Easements contain in instrument:**

|                    |      |
|--------------------|------|
| Recorded in Docket | 1123 |
| Page               | 215  |

**16. Easement and rights incident thereto, as set forth in instrument:**

|                    |                           |
|--------------------|---------------------------|
| Recorded in Docket | 999                       |
| Page               | 164                       |
| Purpose            | Underground electric line |

17. Deed of Trust given to secure the original amount show below, and any other amount payable under the terms thereof:

|                 |  |
|-----------------|--|
| Original Amount | \$4,000,000.00   |
| Dated           | October 14, 1986   |
| Recorded        | October 15, 1986   |
| Docket          | 1118   |
| Page            | 425  |
| Trustor         | Arroyo Roble Development Corporation,<br>An Arizona corporation        |
| Trustee         | Arizona Trust Deed Corporation, an<br>Arizona Corporation              |
| Beneficiary     | The Valley National Bank of Arizona<br>A national banking association. |

18. Deed of Trust given to secure the original amount shown below, and any other amount payable under the terms thereof:

|                 |   |
|-----------------|---|
| Original Amount | \$2,500,000.00  |
| Dated           | April 7, 1983   |
| Recorded        | April 11, 1983  |
| Docket          | 922   |
| Page            | 122   |
| Trustor         | Arroyo Roble Development Corporation,<br>An Arizona corporation   |
| Trustee         | Transamerica Title Insurance Company,<br>a California corporation |
| Beneficiary     | Robert Allen Evans and Patricia Mae Evans, husband and wife       |

SAID DEED OF TRUST WAS SUBORDINATED to the lien of Subordination Agreement recorded in:

|  |      |
|--|------|
| Docket                                 | 1118 |
| Page                                   | 425  |
| By Subordination Agreement recorded in |      |
| Docket                                 | 1118 |
| Page                                   | 419  |

19. Security Agreement between:

|               |  |
|---------------|--|
| Debtor        | Arroyo Roble Development Corporation, an<br>Arizona Corporation    |
| Secured Party | Valley National Bank of Arizona, a<br>national banking association |
| Recorded      | October 15, 1986   |
| Docket        | 1118   |
| Page          | 454  |

## **SALES**

Sales will be made by the owner delivering a recorded deed to you and by your signing a promissory note and mortgage or Deed of trust for the unpaid balance.

## **INTEREST TO BE CONVEYED**

Each purchaser of a time share interval will receive a fee title interest in and to the property evidenced by Warranty Deed granting certain exclusive rights to occupy a certain type of unit during certain specific time periods together with the non-exclusive rights to the use of the 'common area' during the same period.

The common areas contain a 15,000 square foot recreation/administration building, indoor/outdoor swimming pool, 1 indoor spa, 1 outdoor spa, 2 lighted tennis courts, barbeque area, landscaping, lighting, sprinkler system, parking area, perimeter wall and walkways. All common area improvements are in and complete for Phase 1 and 2, Phase 3 improvements were completed by December 1, 1985. In addition all offsites included in Phase 3 were completed December 1, 1985. Both the prior phases are now complete, Phase 1 was completed. January, 1984, Phase 2 was completed February, 1985. Phase 2 consisted of 16 two story units, all 2 bedrooms. The first phase 3 unit was completed by July 1, 1985. The total phase was finished by December 1, 1985.

## **MANAGEMENT AND OPERATION**

The plan of management and operation of the association is contained in the project declaration, the articles of incorporation, the by-laws and the association rules and regulations. The developer should make copies of these documents available. Purchasers should read these documents carefully before signing a contract to buy as they materially affect purchasers rights and obligations as an owner. A purchaser will become a member of the association and shall remain a member until cessation as a time share interest owner.

Purchasers should be aware that next to assurance of right of ownership, occupancy and use, competent on-going management will be the most important element in the value and satisfaction obtained from any type of time share purchase. Close attention should be paid to the arrangement both to manage the property generally and to service residential units.

Management of the time share project is under the direction and control of the time share owner's association, which is managed by a Board of Directors elected by the members. The Board of Directors, among other things, may employ an Agent to manage and control the time share project, subject at all times to the direction by the Board with such administrative functions and powers as shall be delegated to said Agent by the Board such as (a) supervision of the immediate management operation of the time share project; (b) maintenance and repair of the time share project; (c) lease, purchase, maintenance and replacement of furniture, fixtures and equipment; (d) employment, supervision and dismissal of such personnel as it deems necessary form the maintenance and operation of the time share project; (e) enter into contracts with others for the furnishing of such services as it deems proper for the time share project; (f) preparation of a proposed budget and schedule of assessments for the time share project; (g) collection of all assessments and payment of all bills; (h) purchase of such insurance as it contemplated by the declaration; and (i) custody and control of funds and maintenance of books and records and preparation of financial reports.

## **OPERATING BUDGET AND ASSESSMENTS**

See Exhibit "A" – Sample Budget

Purchasers should ask to see a copy of the budget. It should be examined carefully to determine if it realistically and accurately projects current and future costs of managing and maintaining project properties.

## **TAXES**

The developer advises that you will be obligated to pay approximately \$200.00 annual payment to Arroyo Roble plus any special assessments which may be levied. Real property taxes will be prorated to interest owned and will be paid by assessments through the Homeowners' Association. January 1, 1986 the annual payment will be \$225.00, until January 1, 1986, the developer will subsidize the payments.

## **UTILITIES AND SERVICES - As of January 1, 1986**

Utilities will be furnished by the following firms and agencies:

|                  |   |
|------------------|---|
| WATER:           | ARIZONA WATER COMPANY   |
| SEWAGE DISPOSAL: | ARROYO ROBLE RESORT (COMMON SEPTIC TANK & LEACH SYSTEM FIELD) |
| ELECTRICITY:     | ARIZONA PUBLIC SERVICE  |
| TELEPHONE:       | MOUNTAIN BELL   |
| NATURAL GAS:     | SOUTHERN UNION GAS  |

Developer advises that the above services are installed.

### **ROADS**

Streets are private and are surfaced with exposed concrete aggregate. The streets will be maintained by the property owners' association.

### **PUBLIC TRANSPORTATION**

Transportation is available approximately  $\frac{1}{8}$  mile from the property.

### **SHOPPING FACILITIES**

A community shopping center is located  $\frac{1}{8}$  mile from the property.

## ARROYO ROBLE RESORT LEGAL DESCRIPTION

**That part of the Northwest quarter of Section 8, Township 17 North, Range 6 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona, more particularly described as follows:**

**COMMENCING at the West quarter corner of said Section 8;**

thence North 47°09'11" East, a distance of 1346.90 feet to a found 1 ½" iron pipe being the POINT OF BEGINNING, from which bears North 73°28'20" West, a distance of 305.94 feet, the center of a 6" x 6" concrete right-of-way marker on the Southeasterly line of Highway 89-A designated with engineer's station P.T. 1146+38.60; thence South 61°21'00" East (basis of bearing), 433.66 feet to a found 1/2" rebar;

thence South 00°47'15" East, a distance of 149.00 feet;

thence North 89°30'21" East, a distance of 257.92 feet to a found 1/2" rebar;

thence South 00°48'04" East, a distance of 220.88 feet;

thence South 89° 14'54" West, a distance of 329.92 feet;

thence South 00°47'34" East, a distance of 130.86 feet;

thence South 50°30'26" West, a distance of 259.92 feet;

thence North 38°34'56" West, a distance of 599.09 feet;

thence South 43°48'59" East, a distance of 7.10 feet to a found 1/2" rebar;

thence South 78°23'54" East, a distance of 56.04 feet;

thence North 11°31'37" East, a distance of 89.81 feet to a found V2" rebar;

thence North 18°43'28" West, a distance of 49.71 feet;

thence North 39°16'06" East, a distance of 66.14 feet to a found 1" pipe;

thence North 18°24'50" East, a distance of 63.81 feet;

thence North 14°03'06" East, a distance of 21.10 feet to a found 1" pipe;

thence North 12°29'08" West, a distance of 60.30 feet;

thence North 85°55'32" East, a distance of 14.85 feet;

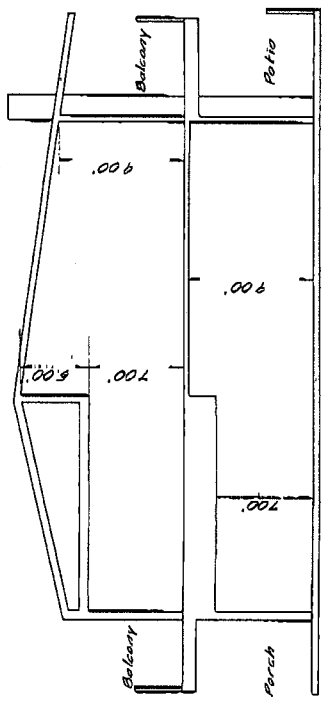
thence North 03°38'42" East, a distance of 60.30 feet;

thence South 60°17'32" East, a distance of 109.05 feet;

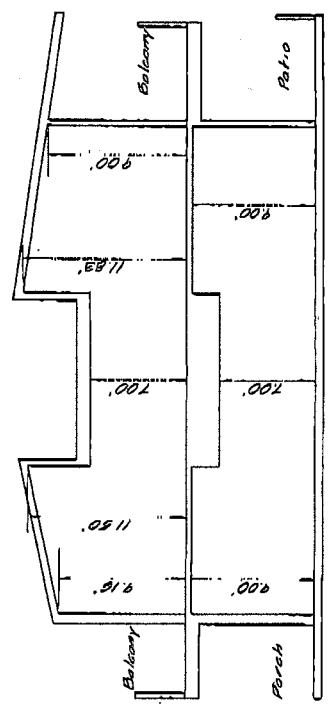
thence North 17°56'59" East, a distance of 95.38 feet to the POINT OF BEGINNING.

**Said parcel containing 404,719 square feet or 9.2911 acres, more or less, together with or subject to all valid easements and other matters of record**

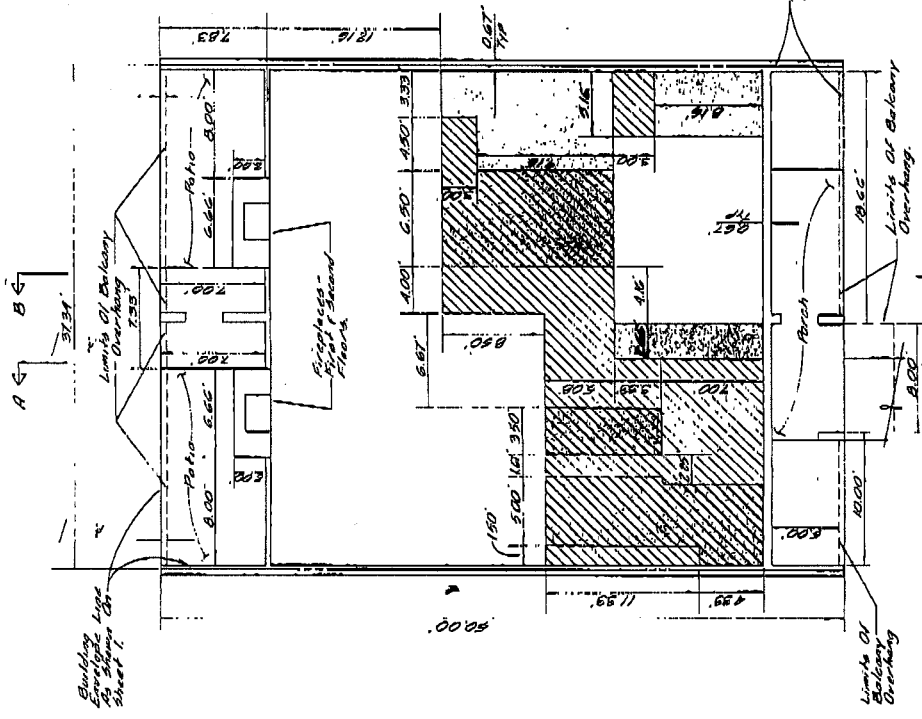




SECTION A-A, FIRST AND SECOND FLOOR








SECTION B-B, FIRST AND SECOND FLOOR



FIRST AND SECOND FLOOR

**LEGEND**

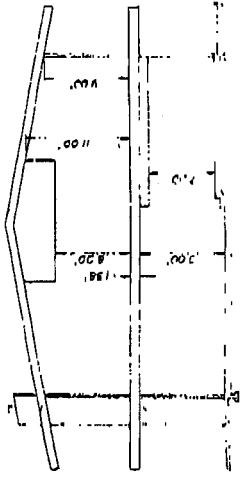
-  First and Second Floor, Furred Down Ceiling At 7'00"
-  First and Second Floor, Furred Down Ceiling At 8'00"
-  Second Floor, Furred Down Ceiling At 8'00"
-  First Floor, Finished Ceiling At 9'00"
-  Second Floor, Vaulted Ceiling - See Sections

5571  
 HAWAIIAN ISLANDS  
 ARCHITECTS  
 1001 KALANANAKU DRIVE  
 HONOLULU, HAWAII 96813  
 J. P. ALLEN  
 J. P. ALLEN  
 J. P. ALLEN

|                      |              |
|----------------------|--------------|
| AREOYO ROBBLE RESORT |              |
| HORIZONTAL REGIME    |              |
| DATE                 | 11/27/88     |
| BY                   | J.P. ALLEN   |
| SCALE                | 1/8" = 1'-0" |
| NO.                  | 0333         |
| REV.                 | 11/27/88     |

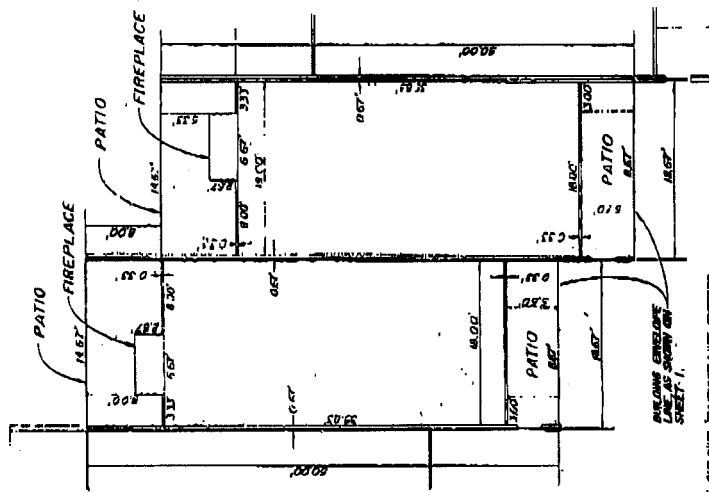
Drawn by  
 J.P. Allen





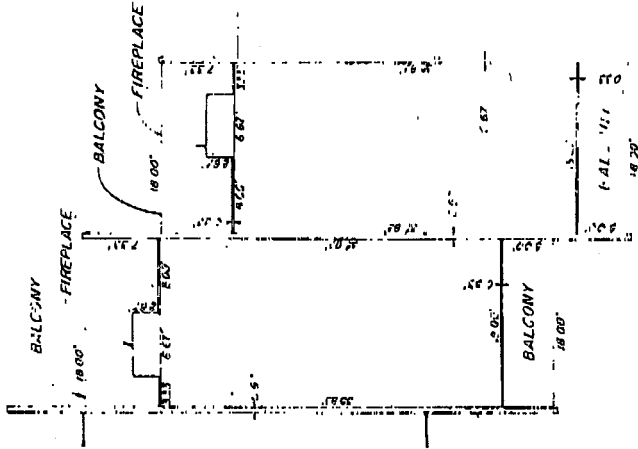
TYPICAL SECTION

THIS FLOOR PLAN IS A REPRESENTATION OF THE PROPOSED DESIGN AND IS NOT TO BE USED FOR CONSTRUCTION. THE ARCHITECT ASSUMES NO LIABILITY FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE ARCHITECT HAS NOT CONDUCTED A SURVEY OF THE SITE AND HAS NOT BEEN ADVISED OF ANY OBSTACLES OR CONDITIONS THAT MAY AFFECT THE PROPOSED DESIGN. THE ARCHITECT HAS NOT BEEN ADVISED OF ANY REGULATORY REQUIREMENTS THAT MAY APPLY TO THE PROPOSED DESIGN. THE ARCHITECT HAS NOT BEEN ADVISED OF ANY OTHER INFORMATION THAT MAY BE RELEVANT TO THE PROPOSED DESIGN. THE ARCHITECT HAS NOT BEEN ADVISED OF ANY OTHER INFORMATION THAT MAY BE RELEVANT TO THE PROPOSED DESIGN.



NOTE: THE BUILDING ENVELOPE LINE EXTENDS TO THE OUTSIDE FACE OF THE WALL UNLESS THE UNIT OCCURS AS AN END UNIT.

FIRST FLOOR  
TWO ADJACENT UNITS



SECOND FLOOR  
TWO ADJACENT UNITS

| DECK NO. | FLOOR  | CHANGING | FLOOR  | SECTION | NETO   |
|----------|--------|----------|--------|---------|--------|
| 1        | 107.00 | 111.00   | 107.00 | 107.00  | 107.00 |
| 2        | 108.00 | 112.00   | 108.00 | 108.00  | 108.00 |
| 3        | 109.00 | 113.00   | 109.00 | 109.00  | 109.00 |
| 4        | 110.00 | 114.00   | 110.00 | 110.00  | 110.00 |
| 5        | 111.00 | 115.00   | 111.00 | 111.00  | 111.00 |
| 6        | 112.00 | 116.00   | 112.00 | 112.00  | 112.00 |
| 7        | 113.00 | 117.00   | 113.00 | 113.00  | 113.00 |
| 8        | 114.00 | 118.00   | 114.00 | 114.00  | 114.00 |
| 9        | 115.00 | 119.00   | 115.00 | 115.00  | 115.00 |
| 10       | 116.00 | 120.00   | 116.00 | 116.00  | 116.00 |
| 11       | 117.00 | 121.00   | 117.00 | 117.00  | 117.00 |
| 12       | 118.00 | 122.00   | 118.00 | 118.00  | 118.00 |
| 13       | 119.00 | 123.00   | 119.00 | 119.00  | 119.00 |
| 14       | 120.00 | 124.00   | 120.00 | 120.00  | 120.00 |
| 15       | 121.00 | 125.00   | 121.00 | 121.00  | 121.00 |
| 16       | 122.00 | 126.00   | 122.00 | 122.00  | 122.00 |
| 17       | 123.00 | 127.00   | 123.00 | 123.00  | 123.00 |
| 18       | 124.00 | 128.00   | 124.00 | 124.00  | 124.00 |
| 19       | 125.00 | 129.00   | 125.00 | 125.00  | 125.00 |
| 20       | 126.00 | 130.00   | 126.00 | 126.00  | 126.00 |
| 21       | 127.00 | 131.00   | 127.00 | 127.00  | 127.00 |
| 22       | 128.00 | 132.00   | 128.00 | 128.00  | 128.00 |
| 23       | 129.00 | 133.00   | 129.00 | 129.00  | 129.00 |
| 24       | 130.00 | 134.00   | 130.00 | 130.00  | 130.00 |
| 25       | 131.00 | 135.00   | 131.00 | 131.00  | 131.00 |
| 26       | 132.00 | 136.00   | 132.00 | 132.00  | 132.00 |
| 27       | 133.00 | 137.00   | 133.00 | 133.00  | 133.00 |
| 28       | 134.00 | 138.00   | 134.00 | 134.00  | 134.00 |
| 29       | 135.00 | 139.00   | 135.00 | 135.00  | 135.00 |
| 30       | 136.00 | 140.00   | 136.00 | 136.00  | 136.00 |
| 31       | 137.00 | 141.00   | 137.00 | 137.00  | 137.00 |
| 32       | 138.00 | 142.00   | 138.00 | 138.00  | 138.00 |
| 33       | 139.00 | 143.00   | 139.00 | 139.00  | 139.00 |
| 34       | 140.00 | 144.00   | 140.00 | 140.00  | 140.00 |
| 35       | 141.00 | 145.00   | 141.00 | 141.00  | 141.00 |
| 36       | 142.00 | 146.00   | 142.00 | 142.00  | 142.00 |
| 37       | 143.00 | 147.00   | 143.00 | 143.00  | 143.00 |
| 38       | 144.00 | 148.00   | 144.00 | 144.00  | 144.00 |
| 39       | 145.00 | 149.00   | 145.00 | 145.00  | 145.00 |
| 40       | 146.00 | 150.00   | 146.00 | 146.00  | 146.00 |
| 41       | 147.00 | 151.00   | 147.00 | 147.00  | 147.00 |
| 42       | 148.00 | 152.00   | 148.00 | 148.00  | 148.00 |
| 43       | 149.00 | 153.00   | 149.00 | 149.00  | 149.00 |
| 44       | 150.00 | 154.00   | 150.00 | 150.00  | 150.00 |
| 45       | 151.00 | 155.00   | 151.00 | 151.00  | 151.00 |
| 46       | 152.00 | 156.00   | 152.00 | 152.00  | 152.00 |
| 47       | 153.00 | 157.00   | 153.00 | 153.00  | 153.00 |
| 48       | 154.00 | 158.00   | 154.00 | 154.00  | 154.00 |
| 49       | 155.00 | 159.00   | 155.00 | 155.00  | 155.00 |
| 50       | 156.00 | 160.00   | 156.00 | 156.00  | 156.00 |
| 51       | 157.00 | 161.00   | 157.00 | 157.00  | 157.00 |
| 52       | 158.00 | 162.00   | 158.00 | 158.00  | 158.00 |
| 53       | 159.00 | 163.00   | 159.00 | 159.00  | 159.00 |
| 54       | 160.00 | 164.00   | 160.00 | 160.00  | 160.00 |
| 55       | 161.00 | 165.00   | 161.00 | 161.00  | 161.00 |
| 56       | 162.00 | 166.00   | 162.00 | 162.00  | 162.00 |
| 57       | 163.00 | 167.00   | 163.00 | 163.00  | 163.00 |
| 58       | 164.00 | 168.00   | 164.00 | 164.00  | 164.00 |
| 59       | 165.00 | 169.00   | 165.00 | 165.00  | 165.00 |
| 60       | 166.00 | 170.00   | 166.00 | 166.00  | 166.00 |
| 61       | 167.00 | 171.00   | 167.00 | 167.00  | 167.00 |
| 62       | 168.00 | 172.00   | 168.00 | 168.00  | 168.00 |
| 63       | 169.00 | 173.00   | 169.00 | 169.00  | 169.00 |
| 64       | 170.00 | 174.00   | 170.00 | 170.00  | 170.00 |
| 65       | 171.00 | 175.00   | 171.00 | 171.00  | 171.00 |
| 66       | 172.00 | 176.00   | 172.00 | 172.00  | 172.00 |
| 67       | 173.00 | 177.00   | 173.00 | 173.00  | 173.00 |
| 68       | 174.00 | 178.00   | 174.00 | 174.00  | 174.00 |
| 69       | 175.00 | 179.00   | 175.00 | 175.00  | 175.00 |
| 70       | 176.00 | 180.00   | 176.00 | 176.00  | 176.00 |
| 71       | 177.00 | 181.00   | 177.00 | 177.00  | 177.00 |
| 72       | 178.00 | 182.00   | 178.00 | 178.00  | 178.00 |

NOTE: THE EXACT LOCATION OF THE PROPOSED BUILDING FLOOR AND CEILING IS AS SHOWN HEREIN. ANY OTHER AREA SHOWN HEREIN IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE USED FOR CONSTRUCTION. THE ARCHITECT HAS NOT CONDUCTED A SURVEY OF THE SITE AND HAS NOT BEEN ADVISED OF ANY OBSTACLES OR CONDITIONS THAT MAY AFFECT THE PROPOSED DESIGN. THE ARCHITECT HAS NOT BEEN ADVISED OF ANY REGULATORY REQUIREMENTS THAT MAY APPLY TO THE PROPOSED DESIGN. THE ARCHITECT HAS NOT BEEN ADVISED OF ANY OTHER INFORMATION THAT MAY BE RELEVANT TO THE PROPOSED DESIGN.



SEAL  
Professional Seal Co.  
Architect  
1988  
By: [Signature]  
Date: [Date]

HORIZONTAL REGIME  
ARROYO ROBLE  
RESORT AMENDED  
CONTRACT NO. 1223

