

DI VI SI ON OF REAL ESTATE
STATE OF UTAH
JONATHAN STEWART, DI RECTOR

I N THE MATTER OF THE APPLI CATI ON OF:

DI SNEY VACATI ON DEVELOPMENT I NC
1390 CELEBRATI ON BLVD
CELEBRATI ON, FL 34747

PROPERTY REPORT
NO. RET 18-08-01 10947889-TI ME

FOR A REGI STRATI ON TO OFFER
TI MESHARE I NTERESTS I N:

EFFECTI VE DATE: JANUARY 28, 2019

DI SNEY' S RI VI ERA RESORT

EXPI RATI ON DATE: AUGUST 31, 2019

ORANGE COUNTY, FLORI DA

BUYER MUST SI GN THAT HE HAS RECEI VED AND READ THI S REPORT

PROSPECTI VE PURCHASERS ARE URGED TO VI SIT AND I NSPECT THE PROPERTY BEFORE ENTERI NG I NTO ANY BI NDI NG AGREEMENT TO PURCHASE. THE PURCHASER SHOULD ASCERTAI N FOR HI MSELF WHETHER OR NOT THE PROPERTY MEETS HI S PERSONAL REQUI REMENTS AND EXPECTATI ONS. PURCHASER SHOULD BE PARTI CULARLY AWARE OF I SSUES SUCH AS:

THI S PROJECT I S LOCATED I N THE STATE OF FLORI DA. PURCHASERS ARE ENCOURAGED TO READ THE FLORI DA PROPERTY REPORT FOR I NFORMATI ON RELEVANT TO THE PURCHASE AND OWNERSHI P OF TI MESHARES I N THAT STATE.

DO NOT PURCHASE ANY TI MESHARE JUST FOR THE BENEFITS DERI VED FROM USE EXCHANGE PROGRAMS. THERE I S NO GUARANTEE OF THE CONTI NUANCE, PERMANENCY OR SI TE AVAI LABI LITY OF SUCH PROGRAMS.

SEEK PROFESSI ONAL ADVI CE I F QUESTI ONS ARI SE REGARDI NG THESE MATTERS.

ALL TERMS OF PURCHASE AND OTHER PROM SES SHOULD BE I N WRI TI NG.

PURCHASERS WHO BUY ON SPECULATI ON SHOULD BE ADVI SED THAT THE RESALE MAY NOT PRODUCE A PROFIT AS THE ORI GINAL COST I NCLUDES PROMOTI ONAL, ADVERTI SI NG, AND SALES COMM SSI ON COSTS.

PURCHASERS RI GHT TO CANCEL: "YOU MAY CANCEL THI S AGREEMENT W THOUT ANY CANCELLATI ON FEE OR OTHER PENALTY BY HAND DELI VERI NG OR SENDI NG BY CERTI FI ED MAI L, RETURN RECEI PT REQUESTED, OR A DELI VERY SERVI CE THAT PROVI DES PROOF OF DELI VERY, WRI TTEN NOTI CE OF CANCELLATI ON TO THE DEVELOPER. THE NOTI CE MUST BE DELI VERED OR POSTMARKED BY MI DNI GHT OF THE FI FTH BUSI NESS DAY FOLLO WNG THE DAY ON WHI CH THE AGREEMENT I S SI GNE D. I N COMPUTI NG THE NUMBER OF BUSI NESS DAYS, THE DAY ON WHI CH THE CONTRACT I S SI GNE D I S NOT I NCLUDED." (57-19-12, UTAH CODE)

UTAH STATE PROPERTY REPORT DI SCLAI MER

THI S PROPERTY REPORT I S FOR I NFORMATI ON PURPOSES ONLY. THE UTAH DEPARTMENT OF COMMERCE, DI VI SI ON OF REAL ESTATE, HAS NEI THER APPROVED NOR DI S APPROVED THE MERI TS OF THI S OFFERI NG. THE DEVELOPER I S RESPONSIBL E FOR THE ACCURACY AND COMPLETENESS OF STATEMENTS CONTAI NED HEREI N. FOR FURTHER I NFORMATI ON CONTACT: DI VI SI ON OF REAL ESTATE, 160 E. 300 S., PO BOX 146711 SALT LAKE CI TY, UT 84114-6711 (801-530-6747).

DISNEY'S RIVIERA RESORT
A LEASEHOLD CONDOMINIUM

This public offering statement contains important matters to be considered in acquiring an interest in a vacation ownership plan. The statements contained in this public offering statement are only summary in nature. A prospective purchaser should refer to all references, accompanying exhibits, contract documents, and sales materials. You should not rely upon oral representations as being correct. Refer to this document and accompanying exhibits for correct representations. The seller is prohibited from making any representations other than those contained in the contract and this public offering statement.

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I. DEFINITIONS AND ABBREVIATIONS

All terms used in this Public Offering Statement and in its exhibits shall have the meanings ascribed to them by Chapter 721 and Chapter 718 or the Condominium Documents. The following definitions shall prevail to the extent that they are not in conflict with the statutory or Condominium Document definitions.

Additional Ownership Interest means any Ownership Interest purchased to supplement an existing Ownership Interest.

Ad Valorem Real Estate Taxes means those real property taxes and special assessments assessed against the Units and their respective undivided interests in the Common Elements by a political subdivision of the State of Florida, including Orange County, Florida and RCID, respectively. The Association shall serve as the agent of the Owners of Units committed to the Vacation Ownership Plan for the purpose of collection of Ad Valorem Real Estate Taxes as provided in Section 192.037, Florida Statutes.

Annual Dues means that portion of the Estimated Budgets that has been assessed against an individual Owner's Ownership Interest together with the Owner's proportionate share of the Ad Valorem Real Estate Taxes for the Ownership Interest.

Articles of Incorporation means the Articles of Incorporation of the Association, as they may be amended from time to time.

Association means Disney's Riviera Resort Condominium Association, Inc., a not-for-profit Florida corporation, and its successors, which is responsible for the operation of the Riviera Resort.

Association Property means all real and personal property owned by the Association. All personal property related to the Home Resort Reservation Component and the DVC Reservation Component made available to the Riviera Resort, including all computer hardware and software and intellectual property, is not Association Property and is and always will be the personal property of the owner of such property.

Board means the board of directors of the Association, as it is constituted from time to time.

BVTC means Buena Vista Trading Company, a Florida corporation, its successors and assigns. BVTC is an exchange company registered under Chapter 721.

Bylaws means the Bylaws of the Association, as they may be amended from time to time.

Chapter 718 means the provisions of Chapter 718, Florida Statutes, as the same are constituted on the date of the recording of the Declaration.

Chapter 721 means the provisions of Chapter 721, Florida Statutes, as the same are constituted on the date of the recording of the Declaration.

Club or Disney Vacation Club means the *Disney Vacation Club*[®]. The Club is not a legal entity or association of any kind, but rather is a service name for the services and benefits appurtenant to and the restrictions imposed upon the use and enjoyment of Ownership Interests. These services presently include, among other things, the operation of a central reservation system consisting of the Home Resort Reservation Component and the DVC Reservation Component.

Club Member or Member means the owner of record of an Ownership Interest in a DVC Resort. A Club Member is sometimes referred to as an Owner.

Commercial Unit means a Unit reserved for commercial use pursuant to the Condominium Documents.

Common Elements means the portions of the Condominium Property not included in the Units and those items defined in Chapter 718 as Common Elements and the items declared in the Declaration to be Common Elements.

Common Expenses shall include expenses related to the operation, maintenance, repair, replacement, or protection of the Common Elements and Association Property; related costs of carrying out the powers and duties of the Association; and any other expense, whether or not included in the foregoing, designated as a common expense by Chapter 721, Chapter 718, the Condominium Documents, or the Property Management Agreement.

Common Surplus means any excess of all receipts of the Association over the amount of Common Expenses.

Condominium Documents means the Declaration together with all accompanying exhibits and all other documents expressly incorporated by reference in the Declaration, as the same may be amended from time to time.

Condominium Property means the lands, leaseholds, easements, and personal property that are subjected to the condominium form of ownership from time to time as part of the Riviera Resort, whether or not contiguous, and all improvements located on such property and all easements and rights appurtenant to such property and intended for use in connection with the Riviera Resort.

Cotenant means the owner of an Ownership Interest and includes all other Cotenants who own Ownership Interests in that Unit as tenants in common.

Declaration means the Declaration of Condominium of Disney's Riviera Resort, a leasehold condominium, as it may be amended from time to time.

DVCM means Disney Vacation Club Management, LLC., a Florida limited liability company, its successors and assigns. DVCM is the Management Company for Riviera Resort.

DVC Reservation Component means the exchange component of the Club central reservation system through which Vacation Homes in any DVC Resort may be reserved using DVC Vacation Points pursuant to priorities, restrictions, and limitations established by BVTC from time to time.

DVC Resort means each resort, including the Riviera Resort, with certain Club Members who are entitled to access and use the DVC Reservation Component and other applicable Club services and benefits provided by BVTC by virtue of and pursuant to the terms and conditions of a Resort Agreement.

DVC Resort Agreement means the agreement pursuant to which a resort becomes and remains a DVC Resort in accordance with the terms and conditions of such agreement.

DVC Vacation Points means Vacation Points used by a Club Member to make a reservation through the DVC Reservation Component at a DVC Resort.

DVD means Disney Vacation Development, Inc., a Florida corporation, its successors and assigns. DVD is the developer of Riviera Resort.

Estimated Budgets means the operating and capital reserves budgets that sets forth the estimated annual Common Expenses and reserves of the Riviera Resort.

External Exchange Company means any company that owns, operates, or owns and operates an External Exchange Program.

External Exchange Program means the contractual arrangement between or among DVCM, the Association, or individual Club Members, or an External Exchange Company or Companies pursuant to which Club Members may request and reserve, under certain conditions, the use of accommodations in resorts other than the Riviera Resort or other DVC Resorts.

Fixed Ownership Interest means an Ownership Interest whose Owner has the right to reserve and use a specific Vacation Home type during a specific time period in each Use Year. A Vacation Home of that Vacation Home type will be automatically reserved every year for use by the Owner of a Fixed Ownership Interest during the applicable time period.

Ground Lease means that certain Ground Lease by and between WDPR as lessor and DVD as lessee effective the ____ day of _____, _____. That certain Memorandum of Ground Lease dated the ____ day of _____, _____ is recorded as Document Number _____ in the Public Records of Orange County, Florida.

Home Resort means the DVC Resort in which an Owner owns an Ownership Interest and which is symbolized by Home Resort Vacation Points.

Home Resort Priority Period means the period of time at each DVC Resort, including the Riviera Resort with respect to the Vacation Homes at Riviera Resort, during which only Owners having an Ownership Interest at that DVC Resort are entitled to request a reservation for the accommodations at that DVC Resort through that DVC Resort's Home Resort Reservation Component.

Home Resort Reservation Component means the component of the Club central reservation system through which Vacation Homes may be reserved using Home Resort Vacation Points pursuant to the priorities, restrictions, and limitations of the Vacation Ownership Plan and as set forth in the Condominium Documents.

Home Resort Rules and Regulations means the rules and regulations which DVCM in its sole, absolute, and unfettered discretion determines are necessary or desirable from time to time in order to implement and enforce the provisions of the Membership Agreement.

Home Resort Vacation Points means Vacation Points symbolizing an Ownership Interest at a Home Resort, which Vacation Points may be used to reserve accommodations at that Home Resort where that Ownership Interest is held.

Management Company means DVCM or any successor entity engaged to manage the Riviera Resort.

Master Declaration means the Master Declaration of Covenants, Conditions, and Restrictions, effective _____, _____, and recorded as Document Number _____, in the Public Records of Orange County, Florida.

Master Declaration Property means the lands, leaseholds, easements, and all improvements on such property that are subject to Master Declaration from time to time, whether or not contiguous.

Membership Agreement means the Disney Vacation Club Membership Agreement for Riviera Resort, as it may be amended from time to time. The Membership Agreement provides for the operation of the Vacation Ownership Plan and the Home Resort Reservation Component.

Owner means the owner of a Unit. Unless the context requires otherwise, the term Owner includes Cotenants but does not include owners of Ownership Interests at DVC Resorts other than the Riviera Resort.

Ownership Interest means the real property interest in a DVC Resort. In the case of the Riviera Resort, an Ownership Interest is an undivided percentage interest in a Unit and in the Unit's undivided interest in the Common Elements and Common Surplus.

Property Management Agreement means the agreement between the Association and any Management Company pursuant to which the Association assigns its responsibilities and duties relating to the management and operation of the Riviera Resort to the Management Company.

Purchaser means a prospective Owner, but shall not include DVD.

RCID means Reedy Creek Improvement District, a political subdivision of the State of Florida.

Resort Agreement means the DVC Resort Agreement for Disney's Riviera Resort, as amended from time to time, and pursuant to which Riviera Resort becomes and remains a DVC Resort in accordance with the terms and conditions of the agreement.

Riviera Resort shall mean Disney's Riviera Resort, a leasehold condominium.

Special Event Right shall mean the right of a Club Member who owns a designated Fixed Ownership Interest to reserve Use Days during which a special event, as designated by DVCM in its sole, absolute, and unfettered discretion, occurs in each calendar year

The TWDC Companies means TWDC and all subsidiaries of TWDC, including but not limited to, DVD, DVCM, WDPR, and BVTC.

TWDC means The Walt Disney Company, a Delaware corporation, its successors and assigns.

Unit means a condominium unit as that term is defined in Chapter 718 and in Article 5 of the Declaration and refers to that portion of the Condominium Property which is subject to exclusive ownership by one or more persons. Unless the context requires otherwise and except with respect to the Vacation Ownership Plan, all references to "Unit" shall include Commercial Units, if any.

Use Day means a twenty-four (24) hour period (or such lesser period as may be designated by DVCM from time to time) during which a Vacation Home is subject to reservation and use by Club Members.

Use Year means the twelve (12) month period beginning on the first day of the month designated by DVD in each purchase agreement selling an Ownership Interest to a Club Member and in each special warranty deed conveying an Ownership Interest to a Club Member. The Use Year shall continue for successive twelve (12) month periods for so long as the Vacation Ownership Plan continues. There may be different Use Years for Ownership Interests in the same Unit.

Vacation Home means and refers to those portions of a Unit designed and intended for separate use and occupancy.

Vacation Ownership Plan means the arrangement pursuant to Chapter 721, the Declaration, and the Membership Agreement whereby an Owner receives an Ownership Interest under which the exclusive right of use, possession, or occupancy of Units in the Condominium circulates among the various Owners of Ownership Interests on a recurring basis during the term of the plan.

Vacation Point means the symbolic unit of measuring the respective rights of an Owner to enjoy the benefits of the Ownership Interest within the Club.

WDPR means WALT DISNEY PARKS AND RESORTS U.S., INC., a Florida corporation, its successors or assigns, and the lessor under the Ground Lease.

II. REQUIRED DISCLOSURES

This public offering statement contains important matters to be considered in acquiring an interest in a vacation ownership plan. The statements contained in this public offering statement are only summary in nature. A prospective purchaser should refer to all references, accompanying exhibits, contract documents, and sales materials. You should not rely upon oral representations as being correct. Refer to this document and accompanying exhibits for correct representations. The seller is prohibited from making any representations other than those contained in the contract and this public offering statement. [Cover page of this Public Offering Statement]

The right to reserve a timeshare period is subject to rules and regulations of the Vacation Ownership Plan reservation system. [Paragraph 1.a.(3) and 7.c. of this Public Offering Statement]

The managing entity shall have the right to forecast anticipated reservation and use of the accommodations of the Vacation Ownership Plan and is authorized to reasonably reserve, deposit, or rent the accommodations for the purpose of facilitating the use or future use of the accommodations or other benefits made available through the Vacation Ownership Plan. [Paragraph 1.a.(3) and Paragraph 5.a.(1)(b) of this Public Offering Statement]

There is a lien or lien right against each Ownership Interest to secure the payment of assessments or other exactions coming due for the use, maintenance, upkeep, or repair of one or more facilities. A Purchaser's failure to make these payments may result in foreclosure of the lien. [Paragraph 2. of this Public Offering Statement]

The managing entity has a lien against each Ownership interest to secure the payment of assessments, ad valorem assessments, tax assessments, and special assessments. Your failure to make any required payments may result in the judicial or trustee foreclosure of an assessment lien and the loss of your Ownership Interest. If the managing entity initiates a trustee foreclosure procedure, you shall have the option to object to the use of the trustee foreclosure procedure and the managing entity may only proceed by filing a judicial foreclosure action. [Paragraph 7.b.(2) of this Public Offering Statement.]

Facilities may be expanded or added without consent of the Purchasers or the Association. [Paragraph 5.c.(5) of this Public Offering Statement]

The developer has the right to retain control of the Association after a majority of the Ownership Interests have been sold. [Paragraph 5.g. of this Public Offering Statement]

The sale, lease or transfer of Ownership Interests is restricted and controlled. [Paragraph 7.d. of this Public Offering Statement]

The purchase of an Ownership Interest should be based upon its value as a vacation experience or for spending leisure time, and not considered for purposes of acquiring an appreciating investment or with an expectation that the Ownership Interest may be resold. [Paragraph 7.d. of this Public Offering Statement]

DVD has reserved the right, as set forth in the Membership Agreement and the DVC Resort Agreement, to prohibit or limit persons who do not purchase an Ownership Interest directly from DVD, or from an approved seller, from participating in other aspects of Club membership or benefits, including prohibiting or limiting access to other DVC Resorts through the DVC Reservation Component or restricting, limiting, or changing certain Home Resort Reservation Component or DVC Reservation Component reservation features. Such prohibitions, restrictions, limitations, or changes may adversely affect a Club Member's ability to resell the Club Member's Ownership Interest or at a value that the Club Member might seek. [Section 7.d. of this Public Offering Statement]

Further, DVD has implemented prohibitions on Club Members who purchase an Ownership Interest at Riviera Resort from an unapproved third party from reserving a Vacation Home at any other DVC Resorts, including future DVC Resorts. [Section 7.d. of this Public Offering Statement]

A Vacation Ownership Plan will be created with respect to Units in the condominium. [Article 2.5 of the Declaration of Condominium]

DVD is required to provide the managing entity of the Club with a copy of the approved public offering statement text and exhibits filed with the Division and any approved amendments thereto, and any other component site documents as described in Section 721.07 or Section 721.55, Florida Statutes, that are not required to be filed with the Division, to be maintained by the managing entity for inspection as part of the books and records of the plan. [Purchase Agreement]

For the purpose of ad valorem assessment, taxation and special assessments, the managing entity will be considered the taxpayer as your agent pursuant to Section 192.037, Florida Statutes. [Purchase Agreement]

Property tax disclosure summary: Purchaser should not rely on DVD's current property taxes as the amount of property taxes that purchaser may be obligated to pay in the year subsequent to purchase. A change of ownership or property improvements triggers reassessments of the property that could result in higher property taxes. If you have any questions concerning valuation, contact the county property appraiser's office for information. [Purchase Agreement]

Any claims for construction defects are subject to the notice and cure provisions of Chapter 558, Florida Statutes. [Purchase Agreement]

Any resale of this Ownership Interest must be accompanied by certain disclosures in accordance with Section 721.065, Florida Statutes. [Purchase Agreement]

You may cancel this purchase contract without any penalty or obligation within 10 calendar days after the date you sign this purchase contract or the date on which you receive the last of all documents required to be provided to you pursuant to Section 721.07(6), Florida Statutes, whichever is later. If you decide to cancel this purchase contract, you must notify the developer in writing of your intent to cancel. Your notice of cancellation shall be effective upon the date sent and shall be sent to Disney Vacation Development, Inc., Attention: Document Preparation at 1936 Broadway, Franklin Square, 2nd Floor, Lake Buena Vista, Florida 32830. Your notice of cancellation may also be sent via fax to 407-938-6586 or by e-mail at WDWDVCCancelRequests@Disney.com. Any attempt to obtain a waiver of your cancellation rights is void and of no effect. While you may execute all closing documents in advance, the closing, as evidenced by delivery of the deed or other documents, before expiration of your 10-day cancellation period, is prohibited.
[Purchase Agreement]

Please refer to the Multi-site Public Offering Statement for a summary of additional required disclosures pertaining to the Vacation Club.

II-A. DVD DISCLOSURES

Except for those warranties required by Section 718.203, Florida Statutes, neither DVD nor any of The TWDC Companies make any warranty of any kind, express or implied, and each of DVD and The TWDC Companies disclaim any and all warranties, including implied warranties of merchantability and fitness for a particular purpose, with respect to the construction of the Units and the Common Elements and with respect to the personal property located within the Units or on the Condominium Property, and the Owners assume all risk and liability resulting from the use and Ownership of this property. [Paragraph 5.b.(1) of this Public Offering Statement and Section 5.3 of the Declaration]

Since the Ownership Interest acquired by Purchasers is an interest in real estate under Florida law, Purchasers may be entitled to deduct, for federal income tax purposes: (i) interest paid under a promissory note which is secured by a mortgage encumbering the Ownership Interest, and (ii) the Purchaser's allocable share of Ad Valorem Real Estate Taxes (paid via Annual Dues). Purchasers should understand that DVD intends to report such mortgage interest to Purchasers and to the United States Internal Revenue Service as mortgage interest paid on form 1098. [Paragraph 7.b.(2) of this Public Offering Statement]

Purchasers should understand, however, that since there can be no assurance as to this federal income tax treatment, as well as the fact that actual tax results will depend upon a Purchaser's particular circumstances (including, among other factors, whether or not the Purchaser itemizes deductions on the Purchaser's federal income tax return or whether the Purchaser already owns an existing vacation home), neither DVD nor any of The TWDC Companies make any representations as to the income tax treatment of the purchase, use, or exchange of an Ownership Interest and related rights and appurtenances or as to the deductibility of related expenses such as interest, taxes, and depreciation. Each Purchaser should consult his or her own tax advisor as to these issues. An Ownership Interest should not be purchased in reliance upon any anticipated tax benefits or any particular kind of tax treatment. [Paragraph 7.b.(2) of this Public Offering Statement]

Each Owner, and each Owner's successor in title, has an obligation and responsibility to pay assessments for as long as he or she owns an Ownership Interest in the Riviera Resort. [Paragraph 7.d. of this Public Offering Statement]

The budget contained in this public offering statement has been prepared in accordance with the Florida Vacation Plan and Timesharing Act (Chapter 721, Florida Statutes), and is a good faith estimate only and represents an approximation

of future expenses based on facts and circumstances existing at the time of its preparation. Actual costs of such items may exceed the estimated costs. Such changes in cost do not constitute material adverse changes. [Paragraph 6 of this Public Offering Statement]

The Management Company reserves the right to charge a surcharge in an amount set by the Management Company from time to time to cover the added or increased costs for Club Members residing outside of the United States including for postage, personal delivery, long distance, or international communications, and deliveries. [Paragraph 7.b.(2) of this Public Offering Statement]

The use of certain services, including housekeeping, janitorial, engineering, and landscaping; certain utilities, including electricity, storm water, sanitary sewer, natural gas, telephone, and cable television; and certain facilities, including check-in facilities, back office facilities, and system equipment rooms are being or may be provided to the Riviera Resort pursuant to the terms of either the Property Management Agreement or the Master Declaration as a shared service, shared utility, or shared area, as applicable. The costs of providing such services and utilities and the cost of operating and maintaining such facilities are or may be equitably apportioned among its users including Owners. If the Riviera Resort were required to obtain, provide, or maintain such services, utilities, or facilities within the Condominium Property and solely for the use and benefit of the Owners, the costs of operating the Condominium Property would increase. [Paragraph 5.f.(2) of this Public Offering Statement]

Ownership Interests are offered for personal use and enjoyment only and should not be purchased by any prospective Purchaser for resale or as an investment opportunity or with any expectation of achieving rental income, capital appreciation, or any other financial return or valuable benefit, including any tax benefit. Owners attempting to resell or rent their Ownership Interests would have to compete, at a substantial disadvantage, with DVD in the sale or rental of its Ownership Interests. The many restrictions upon the use of an Ownership Interest may adversely affect its marketability or rentability. [Paragraph 7.d. of this Public Offering Statement]

Ownership Interests should also not be purchased with any expectation that any Vacation Home located at the Riviera Resort can be rented, or if it is rented, that any particular rental rate can be obtained for such rental. Owners should be aware that several resort hotels are in operation within and around the Riviera Resort and the other DVC Resorts, including hotels owned or operated by The TWDC Companies, and that DVD will also rent its Ownership Interests to the general public. Accordingly, any Owner who attempting to rent reserved Vacation Homes for his or

her own account would compete with these resort hotels and DVD for renters without any assistance from The TWDC Companies, and would be at a substantial competitive disadvantage. Owners should not purchase an Ownership Interest based upon any expectation of deriving any rental or other revenue or profit therefrom. [Paragraph 7.d. of this Public Offering Statement]

DVD has reserved the right to sell Fixed Ownership Interests, meaning that Members with those Ownership Interests have a guaranteed right to use a specific type of Vacation Home (for example a Studio) during a specific time period (for example, the week that includes Christmas day or the week that includes special event dates). Reservations for Fixed Ownership Interests are confirmed automatically on a priority basis. This is an exception to the first-come, first-served basis for reservations in the Plan, and may adversely affect a Member's ability to make reservations for Vacation Homes in the Plan during high demand seasons. However, DVD will not sell Fixed Ownership Interests that include more than 35% of any specific Use Day for any specific Vacation Home Type in the Plan. This means, for example, that Christmas day will be available for reservations on a first-come, first served basis in at least 65% of the Studio Vacation Homes. [Paragraph 1.a.(4) of this Public Offering Statement]

Notwithstanding the ownership of a Special Event Right, Club Members are not guaranteed that any special event will be held in any calendar year. Club Members should not purchase a Fixed Ownership Interest with a Special Event Right in reliance on the continued occurrence of the special event. [Paragraph 1.a.(4) of this Public Offering Statement]

Florida law permits a closing prior to the completion of construction if the Division of Florida Condominiums, Timeshares and Mobile Homes approves an alternate assurance in lieu of completion of construction. If such alternate assurance is approved and construction of such Units, Vacation Homes, recreational facilities, or other commonly used facilities is not completed in accordance with the purchase agreement, the Purchaser shall be entitled to all the rights and remedies set forth in the Purchaser's purchase agreement. [Paragraph 7.e. of this Public Offering Statement]

The closing of the sale of an Ownership Interest located in any phase of the Riviera Resort may take place prior to the completion of construction of the Units, Vacation Homes, recreational facilities, and other commonly used facilities contained in such phases. In such event, Owners will not be entitled to use such Units, Vacation Homes, recreational facilities, and other commonly used facilities until a certificate of occupancy is obtained. Because of safety concerns, Owners will be prohibited

from accessing many portions of the Condominium Property during the construction process. [Paragraph 5.b.(2) of this Public Offering Statement]

If DVD determines, in its sole, absolute, and unfettered discretion, that any amendments or additions to the Offering Documents (“Amendments or Additions”) do not materially alter or modify the offering in a manner that is adverse to a Purchaser, then DVD may, but is not obligated to, deliver the Amendments or Additions to Purchaser prior to or after closing. If the Amendments or Additions do not materially alter or modify the offering in a manner that is adverse to a Purchaser, the Purchaser shall not be entitled to an additional ten-day cancellation period pursuant to Florida law. If, however, DVD determines, in its sole, absolute, and unfettered discretion, that the Amendments or Additions do materially alter or modify the offering in a manner that is adverse to the Purchaser, DVD shall deliver to Purchaser copies of the Amendments or Additions prior to closing for those Purchasers who have not yet closed, and the Purchaser shall be entitled to an additional ten-day cancellation period from the date that DVD delivers such Amendments or Additions to the Purchaser. [Paragraph 7.a. of this Public Offering Statement]

While the Vacation Ownership Plan for the Riviera Resort until January 31, 2070, the vacation ownership plans for all other DVC Resorts expire earlier (significantly earlier in many cases). Do not purchase an Ownership Interest in a DVC Resort in reliance upon the continued existence of any other DVC Resort beyond the express termination dates for such other DVC Resort. Each DVC Resort has its own termination date. [Paragraph 3. of this Public Offering Statement]

DVD, DVCM, and BVTC are affiliates of TWDC and WDPR; however, DVD, DVCM, and BVTC are separate and distinct entities from TWDC and WDPR. Neither TWDC, WDPR, nor any other of The TWDC Companies, has agreed or will agree to assume, guarantee, or otherwise be responsible for any of the obligations, acts, or omissions of DVD, DVCM, or BVTC in connection with this offering, any other DVC Resort, or the Club. [Paragraph 4.a.(2) of this Public Offering Statement]

Owners, their guests, licensees, lessees, invitees, and exchangers do not receive any special access or entry rights to any attraction or recreational facility located within the WALT DISNEY WORLD® Resort, DISNEYLAND® Resort or in any other Disney theme park or other facility or attraction. [Paragraph 1.a.(5). of this Public Offering Statement]

Neither DVD nor any of The TWDC Companies shall be responsible for any loss, damage, or injury to any person or property relating to or arising out of the authorized or unauthorized use of the lakes, ponds, streams, or other bodies of

water within or adjacent to the Condominium Property. [Paragraph 5.a.(1)(a) of this Public Offering Statement]

Please refer to the Multi-site Public Offering Statement for a summary of additional DVD disclosures pertaining to the Vacation Club.

III. PUBLIC OFFERING STATEMENT TEXT

1. The Vacation Ownership Plan.

a. The Plan. The legal name of the condominium is Disney's Riviera Resort, a leasehold condominium, and it is located at 1080 Sea Breeze Drive, Lake Buena Vista, FL 32830.

(1) Ground Lease. The Riviera Resort is being created on a Ground Lease, and the portion of DVD's interest in the Ground Lease that will be declared to the condominium form of ownership will be a Common Element of the Riviera Resort.

(2) Ownership Interests. Ownership Interests are fee interests in real property and are defined as "timeshare estates" pursuant to Section 721.05(34), Florida Statutes, and Section 721.57, Florida Statutes. Purchasers of an Ownership Interest receive an undivided percentage real property interest in a Unit as a tenant-in-common with other Purchasers of undivided percentage interests in that Unit in accordance with the Declaration. Fee title to an Ownership Interest will be conveyed to the Purchaser until January 31, 2070, unless otherwise extended in accordance with the Condominium Documents, at which time the Ground Lease will expire, the Riviera Resort will terminate and title to the Ownership Interest and the Condominium Property will vest in WDPR as the lessor. Ownership Interests in the Riviera Resort are conveyed by virtue of the delivery of a special warranty deed.

(3) Vacation Ownership Plan and the Disney Vacation Club. Each Ownership Interest is subject to the Vacation Ownership Plan, as set forth in the Declaration and the Membership Agreement. Notwithstanding the specific Unit in which a Purchaser acquires an Ownership Interest, and except for Fixed Ownership Interests, the Vacation Ownership Plan requires that all Vacation Homes at the Riviera Resort be available for use by all Purchasers of Ownership Interests at the Riviera Resort at all times on a first come, first served reservation basis, through the Home Resort Reservation Component and in accordance with the provisions of the Condominium Documents.

The right to reserve a timeshare period is subject to rules and regulations of the Vacation Ownership Plan reservation system.

The managing entity shall have the right to forecast anticipated reservation and use of the accommodations of the Vacation Ownership Plan and is authorized to reasonably reserve, deposit, or rent the accommodations for the purpose of facilitating the use or future use of the accommodations or other benefits made available through the Vacation Ownership Plan.

(4) Reservation Priority for Fixed Ownership Interests. DVD has reserved the right to sell Fixed Ownership Interests, meaning that Members with those Ownership Interests have a guaranteed right to use a specific type of Vacation Home (for example a Studio) during a specific time period (for example, the week that includes Christmas day, or the week that includes special event dates). Reservations for Fixed Ownership Interests are confirmed automatically on a

priority basis. This is an exception to the first-come, first-served basis for reservations in the Plan, and may adversely affect a Member's ability to make reservations for Vacation Homes in the Plan during high demand seasons. However, DVD will not sell Fixed Ownership Interests that include more than 35% of any specific Use Day for any specific Vacation Home Type in the Plan. This means, for example, that Christmas day will be available for reservations on a first-come, first served basis in at least 65% of the Studio Vacation Homes.

Notwithstanding the ownership of a Special Event Right, Club Members are not guaranteed that any special event will be held in any calendar year. Club Members should not purchase a Fixed Ownership Interest with a Special Event Right in reliance on the continued occurrence of the special event.

(5) Club Membership. In addition to the Vacation Ownership Plan, membership in the Club is a Common Element and an appurtenance to each Ownership Interest in accordance with the terms of the Condominium Documents and the DVC Resort Agreement. As an appurtenance, the Club membership, as it is comprised from time to time, may not be partitioned, hypothecated, bought, sold, exchanged, rented, or otherwise transferred separately from each Ownership Interest. Provided that the Owner complies with all restrictions on the transfer of an Ownership Interest, the transferor will cease to be a Club Member unless he or she owns another Ownership Interest. See the Multi-site Public Offering Statement for details regarding a description of the Club's central reservation system, including operation of the Home Resort Reservation Component and the DVC Reservation Component.

Owners do not acquire any legal or beneficial interest in any of The TWDC Companies or their assets, including, but not limited to, the Club, and no right or interest in the property, contract rights, or businesses of any of The TWDC Companies. Owners will not be entitled to any share of income, gain or distribution by or of any of The TWDC Companies and will not acquire any voting rights in respect of any of The TWDC Companies.

Owners, their guests, licensees, lessees, invitees, and exchangers do not receive any special access or entry rights to any attraction or recreational facility located within the WALT DISNEY WORLD® Resort, DISNEYLAND® Resort or in any other Disney theme park or other facility or attraction.

b. Apportionment of Common Expenses and Ownership of Common Elements. Each Unit and each Ownership Interest has appurtenant to it a share of the Common Expenses and Common Surplus and an undivided interest in the Common Elements of the Riviera Resort on a fractional basis as set forth in the Percentage Interest in the Common Elements attached as Exhibit "D" to the Declaration.

The number of Home Resort Vacation Points available for use by a Purchaser in connection with the Home Resort Reservation Component of the Club's central reservation system is determined as more particularly described in the Master Cotenancy Agreement. The total number of Home Resort Vacation Points currently registered for sale at the Riviera Resort is 6,739,966. The total

number of Home Resort Vacation Points will increase if additional accommodations are added by DVD to the Riviera Resort pursuant to the process described in paragraph 5.b. of this Public Offering Statement or decrease if accommodations are removed from the Riviera Resort pursuant to the Declaration. Purchasers should refer to their Purchase Agreement and special warranty deed for the amount of the undivided percentage interest that they are purchasing and the number of Home Resort Vacation Points that symbolize that Ownership Interest.

2. Club Membership and Recreational Leases. With respect to the Riviera Resort, none of the recreational facilities or other facilities offered by DVD for use by Owners are leased or part of a recreational club.

There is a lien or lien right against each Ownership Interest to secure the payment of assessments or other exactions coming due for the use, maintenance, upkeep, or repair of one or more facilities. A Purchaser's failure to make these payments may result in foreclosure of the lien.

The recreational and other commonly used facilities of the Riviera Resort will be used by Club Members, their guests, exchangers and renters; by renters of Vacation Homes not yet declared as part of the Riviera Resort; and potentially by owners of interests in property common to the Riviera Resort under the Master Declaration, in adjoining resort properties, or guests, or invitees of The TWDC Companies. A portion of the costs of maintenance, repair, and replacement of such facilities will be borne by the Owners and shall be assessed to the Owners, pursuant to the terms of the Declaration and the Master Declaration. There is a lien or lien right against each Ownership Interest to secure the payment of these assessments.

3. Duration of the Vacation Ownership Plan. The term of the Vacation Ownership Plan with respect to the Riviera Resort will continue through January 31, 2070, the expiration date of the Ground Lease and the Riviera Resort, unless the Ground Lease is sooner terminated in accordance with its terms, or unless the Vacation Ownership Plan is sooner terminated in accordance with the Condominium Documents, or unless the term is otherwise extended in accordance with the Condominium Documents.

While the Vacation Ownership Plan for the Riviera Resort continues until January 31, 2070, the vacation ownership plans for all other DVC Resorts expire earlier (significantly earlier in many cases). Do not purchase an Ownership Interest in a DVC Resort in reliance upon the continued existence of any other DVC Resort beyond the express termination dates for such other DVC Resort. Each DVC Resort has its own termination date.

4. The Riviera Resort Operations; Judgments and Pending Lawsuits.

a. The Riviera Resort Operations.

(1) DVD. The developer of the Riviera Resort is DVD. The General Manager and Senior Vice President of DVD is Terri A. Schultz, who has experience in the resort and leisure

industries as a result of her tenure at The TWDC Companies. DVD has developed and operated the vacation ownership plan at:

Disney Vacation Club at WALT DISNEY WORLD Resort, a leasehold condominium, since October 1991,
Disney Vacation Club at Vero Beach, a condominium, since September 1995,
Disney Vacation Club at Hilton Head Island Horizontal Property Regime since March 1996,
Disney Vacation Club at Disney's BoardWalk Villas, a leasehold condominium, since June 1996,
The Villas at Disney's Wilderness Lodge, a leasehold condominium, since January 2001,
Disney's Beach Club Villas, a leasehold condominium, since July 2002,
Disney's Saratoga Springs Resort, a leasehold condominium, since May 2004,
Disney's Animal Kingdom Villas, a leasehold condominium, since July 2007,
Bay Lake Tower at Disney's Contemporary Resort, a leasehold condominium, since September 2009,
The Villas at Disney's Grand Californian Hotel, a leasehold condominium, since September 2009,
Aulani, Disney Vacation Club Villas, Ko Olina, Hawaii, a condominium, since August 2011,
The Villas at Disney's Grand Floridian Resort and Spa, a leasehold condominium, since October 2013,
Disney's Polynesian Villas & Bungalows, a leasehold condominium, since April 2015,
Copper Creek Villas & Cabins at Disney's Wilderness Lodge, a leasehold condominium, since July 2017, and
Disney's Riviera Resort, a leasehold condominium, beginning fall, 2019.

DVD may or may not be the developer of future DVC Resorts, if any.

(2) The TWDC Companies. **DVD, DVCM, and BVTC are affiliates of TWDC and WDPR; however, DVD, DVCM, and BVTC are separate and distinct entities from TWDC and WDPR. Neither TWDC, WDPR, nor any other of The TWDC Companies, has agreed or will agree to assume, guarantee, or otherwise be responsible for any of the obligations, acts or omissions of DVD, DVCM, or BVTC in connection with this offering or any other DVC Resort or the Club.**

(3) The Association and DVCM. The Disney's Riviera Resort Condominium Association, Inc., a Florida not-for-profit corporation, is the entity responsible for the maintenance and operation of the Riviera Resort. Pursuant to the Property Management Agreement, the Association has delegated its management, maintenance, and operation duties for the Riviera Resort to DVCM.

DVCM, whose address is 1390 Celebration Blvd., Celebration, Florida 34747, is responsible for providing for the operation of the Home Resort Reservation Component and for providing for the site management of the Riviera Resort. DVCM has acted as the management company for:

Disney Vacation Club at WALT DISNEY WORLD Resort, a leasehold condominium, since October 1991,
Disney Vacation Club at Vero Beach, a condominium, since September 1995,
Disney Vacation Club at Hilton Head Island Horizontal Property Regime since March 1996,
Disney Vacation Club at Disney's BoardWalk Villas, a leasehold condominium, since June 1996,
The Villas at Disney's Wilderness Lodge, a leasehold condominium, since January 2001
Disney's Beach Club Villas, a leasehold condominium, since July 2002,
Disney's Saratoga Springs Resort, a leasehold condominium, since May 2004,
Disney's Animal Kingdom Villas, a leasehold condominium, since July 2007,
Bay Lake Tower at Disney's Contemporary Resort, a leasehold condominium, since September 2009,

The Villas at Disney's Grand Californian Hotel, a leasehold condominium, since September 2009,
The Villas at Disney's Grand Floridian Resort, a leasehold condominium, since October 2013,
Disney's Polynesian Villas & Bungalows, a leasehold condominium, since April 2015,
Copper Creek Villas & Cabins at Disney's Wilderness Lodge, a leasehold condominium, since July 2017 and
Disney's Riviera Resort, a leasehold condominium, beginning fall, 2019.

There are no service, maintenance, management, recreational contracts, or leases with a term in excess of one (1) year that may be canceled by the Owners, except for the Property Management Agreement. The Property Management Agreement has an initial term of three (3) years, and shall automatically renew for successive three (3) year periods unless sooner terminated in accordance with its provisions. DVD may not change the managing entity or its control without the approval of the Board or the Association. Until transfer of control of the Board occurs, DVD shall have the right to appoint a majority of the directors of the Board. After transfer of control, the Owners shall have the right to elect a majority of the directors of the Board through DVD as the voting representative of each Unit as set forth in paragraph 5.g. of this Public Offering Statement.

As set forth in the Property Management Agreement, DVCM will be compensated for its site management services by receiving an annual management fee equal to the sum of twelve percent (12%) of the total Estimated Budgets and special assessments or any other charges required to be collected from Owners. The twelve percent (12%) portion of the Management Fee shall be calculated on all line items of the Estimated Budgets, and any special assessments or other charges required to be collected from Owners, except transportation fees and the resulting twelve percent (12%) amount itself. The Management Fee is in addition to, all other compensation, reimbursements, costs, or expenses paid to DVCM by the Association, including fees, profits, revenue, or monies, if any, generated from the concessions as described in the Property Management Agreement. It is anticipated that, for the first year of operation at the Riviera Resort, DVCM will receive an annual management fee equal to \$61,068.92 per month or \$732,827 per year. This percentage level for compensation may not be increased without the approval of the Board controlled by DVD; however, the actual compensation received by DVCM for these services will increase as the Estimated Budgets increase.

Pursuant to the Membership Agreement, as compensation for operation of the Home Resort Reservation Component, the Association has assigned to DVCM any and all rights of the Association to rent unreserved Vacation Homes and to receive the proceeds from such rentals in excess of the following: (i) the rental proceeds equaling an amount up to two and one-half percent (2 1/2%) of the Estimated Budgets shall be remitted by DVCM to the Association; and (ii) a portion of the rental proceeds, if any, in an amount equal to BVTC's costs for providing services as set forth in the DVC Resort Agreement for the Riviera Resort plus five percent (5%) of such costs. The portion of rental proceeds, if any, set forth in (ii) of the preceding sentence shall be remitted by DVCM to BVTC in consideration for BVTC's performance of services under the DVC Resort Agreement for the Riviera Resort.

b. Judgments and Pending Lawsuits. There are no judgments or pending litigation against DVD, DVCM, BVTC, or the Association that are material to the Vacation Ownership Plan at the Riviera Resort.

5. Description of the Riviera Resort.

a. Resort Accommodations and Facilities. The buildings, Vacation Homes, and Use Day availability periods currently registered consist of the following:

Number of Residential Buildings (Residential Buildings):	1
Number of Vacation Homes in Each Building:	341
Number of Seven (7) Use Day Availability Periods in Each Vacation Home:	51
Total Number of Vacation Homes Registered:	341
Total Number of Each Type of Vacation Home:	
Grand Villa Vacation Home (3 Bedroom/3 Bath)	12
Two-Bedroom Vacation Home- can be locked-off into One-Bedroom and Studio Vacation Homes (2 Bedroom/2 Bath)	148
Two-Bedroom Vacation Home- cannot be locked-off into One-Bedroom and Studio Vacation Homes (2 Bedroom/2 Bath)	90
One-Bedroom Vacation Home (1 Bedroom/1 Bath)	29
Deluxe Studio Vacation Home (1 Bedroom/1 Bath)	38
Tower Studio Vacation Home (1 Bedroom/ 1 Bath)	24
Total Number of Seven (7) Use Day Availability Periods:	17,391

The Vacation Ownership Plan uses a flexible Vacation Point system. Under the Vacation Point system, the Ownership Interest purchased by an individual will vary from that purchased by another individual depending upon his or her respective vacation needs. Therefore, it is impossible to anticipate the exact number of undivided Ownership Interests that will be sold in each Unit; however, as the chart reflects, it is anticipated that individuals will generally purchase an Ownership Interest equal to the right to reserve seven (7) Use Days. In all events, DVD will not sell a number of Ownership Interests that would result in a greater than “one-to-one use right to use night requirement ratio” as that term is defined in Section 721.05(25), Florida Statutes.

(1) Restrictions on Use of Units and Vacation Homes.

(a) Riviera Resort Restrictions.

Purchase of an Ownership Interest or use of the Vacation Homes and facilities of the Riviera Resort for commercial purposes (excluding use by any of the TWDC Companies) or for any purpose other than the personal use described in this Public Offering Statement is expressly prohibited. To encourage purchase for personal use, Owners (except for DVD or any of the other of The TWDC Companies) may not currently aggregate Ownership Interests so as to compile more than 4,000 Home Resort Vacation Points per DVC Resort or an aggregate of 8,000 Home Resort Vacation Points at all DVC Resorts, except with the prior written approval of DVD in its sole, absolute, and unfettered discretion. Use by corporations or other business entities (other than DVD or any of the other of The

TWDC Companies) is strictly limited to recreational use by their directors, officers, principals, or employees. For the purpose of determining the total number of Vacation Points compiled, no separation shall be made of Ownership Interest owned by a person from another person or entity if such person has an arrangement, partnership, membership, beneficial, or ownership interest with such other person or entity.

There are no restrictions upon children, but pets are prohibited at the Riviera Resort.

No use of lakes, ponds, streams, or other bodies of water, within or adjacent to the Condominium Property is permitted, except for approved commercial activities permitted by DVD, WDPR or any of the other of the TWDC Companies in their discretion. Such prohibited uses include fishing, bathing, swimming, wading, diving, snorkeling, canoeing, kayaking, paddle boarding, or boating.

Neither DVD nor any of The TWDC Companies shall be responsible for any loss, damage, or injury to any person or property related to or arising out of the authorized or unauthorized use of the lakes, ponds, streams, or other bodies of water within or adjacent to the Condominium Property.

For a complete list of restrictions on the use of the Vacation Homes and facilities of the Riviera Resort, Owners should refer to the Master Declaration and the Condominium Documents, including the Declaration, and the Condominium Rules and Regulations promulgated by the Board.

(b) Use of the Central Reservation System. As previously noted, the services provided through the Club include the operation of the central reservation system which consists of the Home Resort Reservation Component for the Riviera Resort and the DVC Reservation Component. Owners' rights to reserve Vacation Homes at the Riviera Resort through the Home Resort Reservation Component are set forth in the Membership Agreement and the Home Resort Rules and Regulations for the Riviera Resort. See the Multi-site Public Offering Statement for a detailed explanation of Owners' rights to reserve Vacation Homes at the Riviera Resort through the Home Resort Reservation Component or at DVC Resorts through the DVC Reservation Component, including the beginning and ending dates for the period during which the Purchaser must make a reservation and any contingencies which may result in the Purchaser's loss of occupancy rights.

The managing entity shall have the right to forecast anticipated reservation and use of the accommodations of the Vacation Ownership Plan and is authorized to reasonably reserve, deposit, or rent the accommodations for the purpose of facilitating the use or future use of the accommodations or other benefits made available through the Vacation Ownership Plan.

(2) Lock-Out Provisions. Should an Owner fail to pay the Owner's Annual Dues (with respect to any of Owner's Ownership Interests) as provided in the Condominium Documents, DVCM is authorized to deny to the Owner or the authorized user, the use and enjoyment of the Vacation Homes and facilities of the Vacation Ownership Plan in accordance with the provisions of Chapter 721 and the

Condominium Documents, including the Master Cotenancy Agreement entered into by DVCM, the Cotenants in each Unit, and the Association. In addition, in accordance with Section 721.13(6)(f), Florida Statutes, DVCM may, but is not obligated to, rent out the Ownership Interests of delinquent Owners and apply the proceeds of such rental (less any rental commissions, cleaning charges, travel agent commissions, or any other commercially reasonable charges reasonably and usually incurred by the managing entity in securing rentals) to the delinquent Owner's account.

b. Phasing and Completion of Construction.

(1) Phasing Plan. The Riviera Resort is being developed as a phased condominium, and additional land or Units may be added to the Riviera Resort from time to time. The overall boundary of the property which DVD contemplates adding to the Riviera Resort is described in the survey, floor and plot plan attached to the Declaration; provided, however, that DVD reserves the right to add additional property which may not be included within the overall boundary. DVD further reserves the right not to add any additional property or all of the property included within the overall boundary. DVD specifically reserves the right to declare one or more phases that contain only residential Units, Commercial Units, or Common Elements. In addition, DVD specifically reserves the right to declare one or more phases that contain any combination of residential Units, Commercial Units, and Common Elements. The Condominium Documents for a particular phase will be recorded prior to the closing of the purchase of any Ownership Interest in that phase. The Common Expense, Common Surplus, and Common Element ownership reallocation caused by the addition of any proposed phase is set forth in the Percentage Interest in the Common Elements.

DVD is under no obligation to submit phases to the Riviera Resort in any sequence or to construct, develop, or add any phase other than those phases that DVD may initially declare as part of the Riviera Resort. DVD may, from time to time, file phases for sale under Florida law without selling Ownership Interests in those phases or ultimately adding such phases to the Riviera Resort. Pursuant to Chapter 721, DVD specifically reserves the right to vary DVD's phasing plans as to phase boundaries, plot plans, floor plans, Unit types, Unit sizes, Unit type mixes, numbers of Units, recreational areas and facilities, Common Elements, Limited Common Elements, and commonly used facilities with respect to each subsequent phase. DVD also specifically reserves the right to amend the Condominium Documents with respect to phases already added to the Condominium, without the approval of the Owners or Purchasers, as may be necessary in DVD's sole, absolute, and unfettered discretion as may be required by any lending institution, title insurance company or public body; as may be necessary to conform the Condominium Documents to the requirements of law; or as DVD determines, in its discretion, to facilitate the operation and management of the Riviera Resort or the Disney Vacation Club or the sale of Ownership Interests; or as permitted under Florida law; provided, however, that no amendment is permitted to be unilaterally made by DVD if such amendment would prejudice or impair to any material extent the rights of the Owners as a whole.

Except for those warranties required by Section 718.203, Florida Statutes, neither DVD nor any of The TWDC Companies make any warranty of any kind, express or implied, and each of DVD and The TWDC Companies disclaims any and all warranties, including implied warranties of merchantability and fitness for a

particular purpose, with respect to the construction of the Units and the Common Elements and with respect to the personal property located within the Units or on the Condominium Property, and the Owners assume all risk and liability resulting from the use of this property.

(2) Completion of Construction. The construction, equipping, and finishing of all proposed Phases of the Riviera Resort is estimated to be completed in the fall of 2019.

The closing of the sale of an Ownership Interest located in any phase of the Riviera Resort may take place prior to the completion of construction of the Units, Vacation Homes, recreational facilities, or other commonly used facilities contained in such phases. In such event, Owners will not be entitled to use such Units, Vacation Homes, recreational facilities, and other commonly used facilities until a certificate of occupancy is obtained. Because of safety concerns, Owners will be prohibited from accessing many portions of the Condominium Property during the construction process.

In the year of closing on the purchase of an Ownership Interest, the Purchaser is responsible for the Purchaser's portion of the Annual Dues, calculated by prorating the Annual Dues to the end of the calendar year from either the date of the Purchase Agreement, the first day of the Purchaser's Use Year, or the date on which the Unit containing Purchaser's Ownership Interest is available for occupancy by Owners, or any other method of proration as determined by DVD in its sole, absolute, and unfettered discretion.

c. Recreational Facilities. The construction, equipping, and finishing of the recreational facilities of Riviera Resort that are currently being offered for sale are estimated to be completed in fall, 2019.

(1) Maximum Number of Vacation Ownership Periods that will Use the Accommodations and Facilities. The maximum number of vacation ownership periods that will use the accommodations and facilities of the Riviera Resort will vary. The Vacation Ownership Plan uses a flexible Vacation Point system, under which the Ownership Interest purchased by an individual will vary from that purchased by another individual depending on his or her vacation needs. Therefore, it is impossible to anticipate the exact number, or maximum number, of undivided Ownership Interests in a Unit that will be sold; however, it is anticipated that individuals will generally purchase an Ownership Interest equal to the right to reserve seven (7) use days.

(2) Description of Recreational and Other Commonly Used Facilities Used Only by Owners. There are no recreational or other commonly used facilities that will be used only by Owners.

(3) Description of Recreational and Other Commonly Used Facilities that will not be Used Only by Owners. The recreational and other commonly used facilities of the Riviera Resort will be used by Club Members, their guests, exchangers, and renters; by renters of Vacation Homes not yet declared as part of the Riviera Resort; by owners of interests in property common to the Riviera Resort under the Master Declaration and their invitees, guests, exchangers, and renters; by owners of

adjoining properties and their invitees, guests, exchangers, and renters; and by The TWDC Companies and their invitees, guests, exchangers, and renters. A portion of the costs of maintenance, repair, and replacement of any such additional recreational or other commonly used facilities will be borne by the Owners and shall be assessed to the Owners, pursuant to the terms of the Declaration and the Master Declaration. The recreational and other commonly used facilities that have been declared or that will be declared as part of the Riviera Resort and have been filed for sale under Florida law, are described as follows:

(i) Feature Swimming Pool and Sunbathing Deck. One (1) heated feature swimming pool and one (1) sun/bathing deck will be available for use.

(ii) Pool Slide at Feature Swimming Pool. One (1) pool slide will be available for use at the feature swimming pool.

(iii) Hot Tub at Feature Swimming Pool. One (1) hot tub at the feature swimming pool will be available for use.

(iv) Children's Interactive Water Area. One (1) children's interactive water area will be located near the feature swimming pool and will be available for use.

(v) Additional Pool and Sunbathing Deck. One (1) additional heated swimming pool and one (1) sunbathing deck will be available for use.

(vi) Additional Hot Tub. One (1) additional hot tub will be available for use.

(4) Leases and Options to Purchase. There are no leases or options to purchase associated with the facilities available for use by Owners.

(5) Additions to Recreational Facilities.

Facilities may be expanded or added without consent of the Purchasers or the Association.

DVD is not required to construct or declare as part of the Riviera Resort any recreational or other commonly used facilities other than the recreational or other commonly used facilities declared in the initial phase or phases. However, DVD has reserved the right to add recreational or other commonly use facilities to the Riviera Resort without the consent of the Owners, Club Members, or the Association; provided, however, that all costs of construction of such additional facilities shall be borne exclusively by DVD.

If DVD does add recreational or other commonly used facilities to the Riviera Resort, those facilities will be included as part of the Common Elements of the Riviera Resort. All costs of maintenance, repair, and replacement of any such additional recreational facilities will be borne by the Owners and shall be assessed to the Owners as a part of their Annual Dues.

d. Financial Arrangements for Promised Improvements. DVD has sufficient cash reserves or other internal financial resources so that it will not be required to borrow money from any other source in order to complete construction of all promised improvements.

e. Insurance Coverage. The Association will obtain and maintain casualty and public liability insurance as to all buildings, Units, Vacation Homes, facilities, and furnishings located on the Condominium Property in an amount as required by Florida law. The cost of such insurance is a Common Expense and will be included in the Estimated Budgets.

f. Unusual and Material Features of the Condominium Property.

(1) Master Declaration of Covenants, Conditions, and Restrictions. Riviera Resort is subject to the Master Declaration of Covenants, Conditions, and Restrictions, which govern the use of the Condominium Property and the property in the surrounding area not declared as part of the Riviera resort. Pursuant to the Master Declaration, Owners have easements to certain of the Shared Areas (as defined in the Master Declaration) of the Master Property (as defined in the Master Declaration) as provided under the Master Declaration.

The use of certain services, including housekeeping, janitorial, engineering, and landscaping; certain utilities, including electricity, storm water, sanitary sewer, natural gas, telephone, and cable television; and certain facilities, including check-in facilities, back office facilities, and system equipment rooms are being or may be provided to the Riviera Resort pursuant to the terms of either the Property Management Agreement or the Master Declaration as a shared service, shared utility, or shared area, as applicable. The costs of providing such services and utilities and the cost of operating and maintaining such facilities are or may be equitably apportioned among its users including Owners. If the Riviera Resort were required to obtain, provide, or maintain such services, utilities, or facilities within the Condominium Property and solely for the use and benefit of the Owners, the costs of operating the Condominium Property would increase.

(2) RCID Jurisdiction. The Riviera Resort is located within RCID, a political subdivision of the State of Florida. RCID provides substantially all of the governmental services to the WALT DISNEY WORLD® Resort area and its affiliated properties, including the Riviera Resort. Owners of real property interests within RCID, including Owners of Ownership Interests, are subject to Ad Valorem Real Estate Taxes assessed by both RCID and Orange County, Florida.

(3) Ground Lease. The Riviera Resort is subject to the terms and conditions of the Ground Lease. Unless terminated or extended in accordance with its terms, the Ground Lease will expire on January 31, 2070, and the Condominium and the Vacation Ownership Plan will also terminate.

(4) Commercial Units; Commercial Uses; Light and Noise. It is expressly contemplated that Commercial Units, if any, and portions of the adjacent Master Declaration Property, and nearby properties owned by The TWDC Companies may be operated as commercial spaces containing stores, restaurants, entertainment areas, or other public or private establishments which may have nighttime hours of operation and which may result in noise or light levels in excess of levels typically occurring in areas that include accommodations designed for residential use, including, without limitation, fireworks and concerts.

(5) Description of Land Available for Use by Owners, but not Owned or Leased by the Owners or the Association. There is no land that will be made available for use by Owners, but not owned or leased by the Owners or the Association, except as set forth in the Condominium Documents or the Master Declaration.

(6) Permitted Activities and Permitted Users. In recognition of the location of the Condominium Property within the WALT DISNEY WORLD® Resort and in recognition of the TWDC Companies as a world leader in providing family travel and leisure experiences, the Condominium Documents set forth restrictions that apply to the Condominium Property to provide that the Condominium Property is used in conformity with the overall theme, concept, atmosphere, and extraordinarily high standards of quality which have come to be known and expected at the WALT DISNEY WORLD® Resort and to meet the objective of protecting the safety, enjoyment, and peace of mind of Owners, lessees, guests, invitees, licensees, and exchangers. The Association, through the Board or the Management Company, shall have the right to remove, or have removed, from the Condominium Property or refuse or prevent entry onto the Condominium Property, or refuse to accept a reservation or cancel an existing a reservation for occupancy at the Condominium Property, of any person, including any Owner, lessee, guest, invitee, licensee, or exchanger who violates or poses a threat to violate the provisions of the Condominium Documents, whether or not such person owns a Unit or Vacation Home or has a confirmed reservation for occupancy of a Unit or a Vacation Home. Purchasers should refer to the Condominium Documents for more information concerning these restrictions.

g. Control of the Association.

The developer has the right to retain control of the Association after a majority of the Ownership Interests have been sold.

As set forth in the Declaration, DVD will control the Association through the appointment of a majority of the Board until such time as transfer of control of the Association occurs pursuant to the Condominium Documents or is required under Florida law. Refer to Section 9.8 of the Declaration or Article III, Section 2 for details concerning transfer of control.

Pursuant to paragraph 4 of the Master Cotenancy Agreement, DVD is the authorized voting representative of the Owners who own Ownership Interests in each Unit at meetings of the Association and will cast all votes for such Owners at such meetings. Pursuant to paragraph 5 of the Master Cotenancy Agreement, DVD will notify the Owners in each Unit in advance of those Association meetings at which the Owners are entitled to elect directors. DVD will be authorized to cast the vote of a given Unit at Association meetings in whatever manner it deems appropriate unless it is otherwise instructed in writing in advance of such meetings by the Owners who own sixty percent (60%) of the Ownership Interests in that Unit. In this regard, DVD has agreed in the Master Cotenancy Agreement that it will not cast the Unit's vote in any of the following respects without the prior concurrence of the Owners of sixty percent (60%) of the Ownership Interests in the Unit:

(1) waiver of any material rights of the Association or of the Cotenants against DVD or any of its affiliates;

(2) waiver or reduction of required replacement reserves;

(3) any increase in the Association's annual operating budget in excess of one hundred fifteen percent (115%) of the previous year's budget, excluding capital reserves and Ad Valorem Real Estate Taxes;

(4) any increase in the calculation of compensation paid to DVCM under the Property Management Agreement;

(5) reallocation of the undivided interests in the Common Elements appurtenant to each Unit other than the automatic reallocation that results from the addition of phases to the Riviera Resort;

(6) amendment of the Declaration, the Articles of Incorporation, or the Bylaws in any manner that is materially adverse to the Owners as a whole; or

(7) voluntary termination of the Riviera Resort, or any proposition not to reconstruct, repair, or replace any portion of any Unit or Common Element after casualty.

In addition, during any period of time in which DVD owns in excess of forty percent (40%) of the Ownership Interests in a given Unit, the Owners who own sixty percent (60%) of the Ownership Interests in that Unit, other than those Ownership Interests owned by DVD, may instruct DVD as to the manner in which the Unit's vote will be cast.

6. Estimated Budgets and Schedule of Purchasers' Expenses; Developer Subsidy.

The budget contained in this public offering statement has been prepared in accordance with the Florida Vacation Plan and Timesharing Act (Chapter 721, Florida Statutes), and is a good faith estimate only and represents an approximation of future expenses based on facts and circumstances existing at the time of its preparation. Actual costs of such items may exceed the estimated costs. Such changes in cost do not constitute material adverse changes.

a. Estimated Budgets and Schedule of Purchasers' Expenses. The Estimated Budgets are comprised of the Common Expenses and reserve requirements of the Riviera Resort, as set forth in the Condominium Documents, and the Ad Valorem Real Estate Taxes assessed against Ownership Interests. DVCM will assess the Estimated Budgets and Ad Valorem Real Estate Taxes to each Ownership Interest each year in the ratio that the number of Home Resort Vacation Points assigned to that Ownership Interest bears to the total number of Home Resort Vacation Points in the Riviera Resort at that time.

As set forth in paragraph 4 of the Master Cotenancy Agreement, DVD as the voting representative of a Unit may not cast the Unit's vote at a meeting of the Association to increase the Estimated Budgets in excess of one hundred fifteen percent (115%) of the previous year's Estimated Budgets, excluding capital reserves, without the prior concurrence in writing of the Owners who own sixty percent (60%) of the Ownership Interests in that Unit. If the requisite approval to increase the Estimated Budgets beyond the fifteen percent (15%) cap is not obtained, DVCM as the Management Company would be forced to reduce services to keep expenses within the approved budgeted amount. Owners are only responsible for the expenses and taxes assessed against them at the Riviera Resort,

and Owners are not liable for the cost of maintenance or repair of DVC Resorts other than the Riviera Resort. Pursuant to the Resort Agreement and the Declaration, all Owners are required to pay Annual Dues which include their share of the cost and expenses of the Club attributed to the Riviera Resort.

As set forth in the Declaration, the Association has a lien right against each Unit and each undivided Ownership Interest in each Unit to secure the payment of assessments for Common Expenses and assessed Ad Valorem Real Estate Taxes, including interest, costs of collection, and reasonable attorneys' fees. Pursuant to the Master Cotenancy Agreement, DVD also has the option but not the obligation to acquire a lien against the Ownership Interest of any Cotenant who fails to timely pay all assessments due by paying the delinquent amounts due by the Cotenant. If DVD does not exercise its option to acquire the lien, any other Cotenant may pay the delinquent amounts and acquire the lien. If no Cotenant pays the delinquent assessments of another Cotenant, the Association has the right to collect the delinquency through foreclosure of its lien against the Ownership Interest of the delinquent Cotenant.

Under Florida law, Ad Valorem Real Estate Taxes are assessed against the Riviera Resort as a whole. If one hundred percent (100%) of the taxes so assessed are not timely paid to the appropriate county tax collector, a tax lien will attach to the entire Riviera Resort, which lien can be sold at public auction. Consequently, a tax lien can be placed on all of the Riviera Resort for the failure of any Cotenant to pay his or her portion of the Unit's portion of the Ad Valorem Real Estate Taxes assessed against all of the Riviera Resort.

Certain of the variable and semi-variable expenses related to the provision of hospitality services to the Riviera Resort as set forth in the Estimated Budgets, including expenses for housekeeping, maintenance, and front desk operations, may be lower than they otherwise would be if such services were being provided by independent third parties, because such services are being provided by WDPR through a property management arrangement that takes into account that the services are also being provided to adjacent accommodations that are not part of the Riviera Resort.

b. Basis for Assessments.

DVD has agreed to guarantee to each Purchaser and Owner that they will only be required to pay an assessment for operating and reserves expenses of \$6.5478 per Vacation Point through December 31, 2019, exclusive of Ad Valorem Real Estate Taxes which are billed separately. In consideration of this guarantee and pursuant to Florida law, DVD will be excused from the payment of its share of the expenses which otherwise would have been assessed against its unsold Ownership Interests during the term of the guarantee. As a consequence of this exemption, during the term of this guarantee, existing Owners and current Purchasers will not be specially assessed with regard to Common Expenses, except as hereinafter provided, if Common Expenses exceed the guarantee per Vacation Point amount, and DVD will pay any difference between actual expenses and assessments collected from all Owners and income from other sources. Amounts expended for any insurance coverage required by law or by the Condominium Documents to be maintained by the Association and depreciation expense related to real property shall be excluded from the calculation of the Developer obligation except that for real property used for the production of fees, revenue, or other income depreciation expense shall be excluded only to the extent they exceed the net income from the production of such fees, revenue, or other income. DVD will pay such expenses as needed to meet

expenses as they are incurred. However, any expenses incurred during the guarantee period resulting from a natural disaster or an act of God, which are not covered by insurance proceeds from the insurance maintained by the Association, will be assessed against all Owners owning Ownership Interests on the date of such natural disaster or act of God, or their successors or assigns, including DVD as to its unsold Ownership Interest, provided that during any period of time DVD controls the Association pursuant to Section 718.301, Florida Statutes, the Association maintains all insurance coverages required by Section 721.165, Florida Statutes. DVD reserves the right, but is under no obligation, to extend and/or increase the amount of this guarantee for one (1) or more periods of one (1) year each after the expiration of this guarantee period on December 31, 2019, as permitted by Florida law.

The 2019 annual assessment (exclusive of Ad Valorem Real Estate Taxes) will be calculated by multiplying the number of Vacation Points associated with your Ownership Interest by \$6.5478 per Vacation Point.

7. Purchase of a Vacation Ownership Interest.

a. Purchasers' Right of Cancellation. Purchasers may cancel their Purchase Agreement without any penalty or obligation within ten (10) days after the date of execution of their Purchase Agreement or the date on which they receive the last of all documents required to be provided pursuant to Section 721.07(6), Florida Statutes, whichever is later. If Purchasers decide to cancel their Purchase Agreement, then the Purchasers must notify DVD in writing of their intent to cancel. The notice of cancellation shall be sent to DVD, Attention: Document Preparation at 1936 Broadway, Franklin Square, 2nd Floor, Lake Buena Vista, Florida 32830. Purchaser's notice of cancellation may also be sent via fax to 407-938-6586 or by e-mail at WDWDVCCancelRequests@Disney.com. Any attempt to obtain a waiver of Purchasers' cancellation rights is void and of no effect. While Purchasers may execute all closing documents in advance, the closing, as evidenced by delivery of the Purchasers' deed to the appropriate recording office, before expiration of the 10 day cancellation period is prohibited. If your notice of cancellation is sent more than ten (10) days after the date you sign the Purchase Agreement, DVD shall have the right to retain the total of all funds and property received under the Purchase Agreement. The notice of cancellation shall be considered given on the date postmarked if mailed, or the date transmitted, so long as the notice is actually received by DVD. If given by means other than by mail or telegraph, the notice of cancellation shall be considered given at the time delivered to DVD at its address stated above. You may receive a separate and distinct cancellation right in the event that DVD makes amendments or additions which are material changes, but you should not rely on that possibility.

Amendments, additions, or changes to the Condominium Documents may be made after closing in accordance with the terms of the Condominium Documents and Florida law. DVD may make changes to the documents comprising the offering, including this component site public offering statement, multi-site public offering statement, and the exhibits to such public offering statements, including the Condominium Documents (collectively, "**Offering Documents**") prior to closing.

If DVD determines, in its sole, absolute, and unfettered discretion, that any amendments or additions to the Offering Documents ("Amendments or

Additions”) do not materially alter or modify the offering in a manner that is adverse to a Purchaser, then DVD may, but is not obligated to, deliver the Amendments or Additions to Purchaser prior to or after closing. If the Amendments or Additions do not materially alter or modify the offering in a manner that is adverse to a Purchaser, the Purchaser shall not be entitled to an additional ten-day cancellation period pursuant to Florida law. If, however, DVD determines, in its sole, absolute, and unfettered discretion, that the Amendments or Additions do materially alter or modify the offering in a manner that is adverse to the Purchaser, DVD shall deliver to Purchaser copies of the Amendments or Additions prior to closing for those Purchasers who have not yet closed, and the Purchaser shall be entitled to an additional ten-day cancellation period from the date that DVD delivers such Amendments or Additions to the Purchaser.

Examples of amendments or Additions that are not considered to materially alter or modify the offering in a manner that is adverse to a Purchaser may include changes such as an increase in the component site budget of no more than 115% of such budget for the previous year; updates to component site or Club disclosure information as required by Florida law (including changes in the officers or directors of DVD, DVCM, or BVTC); actions taken pursuant to any reserved and previously disclosed right; completion of promised improvements; transfer of control of the Association; correction of grammatical or typographical errors; formatting changes; any change to or addition of a document affecting future purchasers only; any substitution of an executed, filed, or recorded document for the same unexecuted, filed, or recorded copy; or any increase in insurance coverage.

b. Total Financial Obligation of the Purchaser.

(1) Schedule of Estimated Closing Costs. As set forth in the Purchase Agreement, Purchaser shall pay (i) a document preparation fee; (ii) the cost of recording the special warranty deed; (iii) the documentary stamp tax due on the special warranty deed as required under Florida law; and (iv) the premium cost for an owner's policy of title insurance. In addition, if any portion of the purchase price is financed through DVD, Purchaser shall pay the documentary stamp tax due on the mortgage as required under Florida law, the intangible tax due on the promissory note secured by the mortgage as required under Florida law, and the cost of recording the mortgage. DVD shall pay the premium for a mortgagee policy of title insurance if it elects to obtain a mortgagee policy.

(2) Total Obligation. A Purchaser's total financial obligation includes the purchase price paid for the Ownership Interest, closing costs, Ad Valorem Real Estate Taxes, External Exchange Company use fees, Annual Dues, all finance charges, and the following additional charge:

(a) International Members Surcharge. **The Management Company reserves the right to charge a surcharge in an amount set by the Management Company from time to time to cover the added or increased costs for Club Members residing outside of the United States including for postage, personal delivery, long distance, or international communications and deliveries.**

(b) Taxes. Since the Ownership Interest acquired by Purchasers is an interest in real estate under Florida law, Purchasers may be entitled to deduct, for federal income tax purposes: (i) interest paid under a promissory note which is secured by a mortgage encumbering the Ownership Interest, and (ii) the Purchaser's allocable share of Ad Valorem Real Estate Taxes (paid via Annual Dues). Purchasers should understand that DVD intends to report such mortgage interest to Purchasers and to the United States Internal Revenue Service as mortgage interest paid on form 1098.

Purchasers should understand, however, that since there can be no assurance as to this federal income tax treatment, as well as the fact that actual tax results will depend upon a Purchaser's particular circumstances (including, among other factors, whether or not the Purchaser itemizes deductions on the Purchaser's federal income tax return or whether the Purchaser already owns an existing vacation home), neither DVD nor any of The TWDC Companies make any representations as to the income tax treatment of the purchase, use, or exchange of an Ownership Interest and related rights and appurtenances or as to the deductibility of related expenses such as interest, taxes, and depreciation. Each Purchaser should consult his or her own tax advisor as to these issues. An Ownership Interest should not be purchased in reliance upon any anticipated tax benefits or any particular kind of tax treatment.

The managing entity has a lien against each Ownership interest to secure the payment of assessments, ad valorem assessments, tax assessments, and special assessments. Your failure to make any required payments may result in the judicial or trustee foreclosure of an assessment lien and the loss of your Ownership Interest. If the managing entity initiates a trustee foreclosure procedure, you shall have the option to object to the use of the trustee foreclosure procedure and the managing entity may only proceed by filing a judicial foreclosure action.

(3) Charges by Other Entities. The following entities may alter the charges to which the Purchaser may be subject: the Board; any applicable governmental entities including the county tax assessor; WDPR, pursuant to its assessment rights for shared expenses as defined in and pursuant to the terms of the Master Declaration; any External Exchange Company; DVCM; WDPR; and BVTC. The owners of Commercial Units or surrounding commercial areas may also increase or decrease the user fees for the use of any service or enterprise conducted in such Commercial Unit or surrounding commercial areas.

c. Status of Title to Property Underlying the Riviera Resort. Each Purchaser's Ownership Interest in a Unit shall be free and clear of all liens, encumbrances, defects, judgments, and mortgages, except that each such Ownership Interest shall be subject to the following matters of title: the

Condominium Documents; the Master Declaration; the Master Cotenancy Agreement; membership in the Club, which is an appurtenance to each Ownership Interest pursuant to the Declaration, the Membership Agreement, and the Resort Agreement; any mortgage placed upon the Purchaser's Ownership Interest in connection with purchase-money or third-party financing; taxes and assessments for the year of purchase and subsequent years; and restrictions, reservations, conditions, limitations, and easements of record prior to closing or imposed by governmental authorities having jurisdiction or control over the subject property. In addition, Ownership Interests shall be subject to the Ground Lease.

The right to reserve a timeshare period is subject to rules and regulations of the Vacation Ownership Plan reservation system.

Please refer to the Multi-site Public Offering Statement for more details.

d. Restrictions Upon the Sale, Transfer, Conveyance or Leasing of Units or Ownership Interests.

The purchase of an Ownership Interest should be based upon its value as a vacation experience or for spending leisure time, and not considered for purposes of acquiring an appreciating investment or with an expectation that the Ownership Interest may be resold.

Ownership Interests are offered for personal use and enjoyment only and should not be purchased by any prospective Purchaser for resale or as an investment opportunity or with any expectation of achieving rental income, capital appreciation, or any other financial return or valuable benefit, including any tax benefit. Owners attempting to resell or rent their Ownership Interests would have to compete, at a substantial disadvantage, with DVD in the sale or rental of its Ownership Interests. The many restrictions upon the use of an Ownership Interest may adversely affect its marketability or rentability.

Each Owner, and each Owner's successor in title, has an obligation and responsibility to pay assessments for as long as he or she owns an Ownership Interest in the Riviera Resort.

Ownership Interests should also not be purchased with any expectation that any Vacation Home located at the Riviera Resort can be rented, or if it is rented, that any particular rental rate can be obtained for such rental. Owners should be aware that several resort hotels are in operation within and around the Riviera Resort and the other DVC Resorts, including hotels owned or operated by The TWDC Companies, and that DVD will also rent its Ownership Interests to the general public. Accordingly, any Owner who attempting to rent reserved Vacation Homes for his or her own account would compete with these resort hotels and DVD for renters without any assistance from The TWDC Companies, and would be at a

substantial competitive disadvantage. Owners should not purchase an Ownership Interest based upon any expectation of deriving any rental or other revenue or profit therefrom.

The sale, lease or transfer of Ownership Interests is restricted and controlled.

While Owners are not prohibited from selling their Ownership Interest on their own terms, Owners are only permitted to sell their entire Ownership Interest in a single transaction. No Owner may directly rent, exchange, or otherwise use his or her Ownership Interest without making a prior reservation of an available Vacation Home at the Riviera Resort on a first come, first served basis. DVD's approval of a rental by an Owner is not required after a reservation has been made in the renter's own name. However, Ownership Interests should not be purchased with any expectation that Vacation Homes may be reserved and rented to third parties. Any permitted sale between an Owner and a bona fide third party shall be deemed to contain a provision requiring that any sums due to the Association as assessments must be paid in full as a condition of closing of the sale. Any lease or rental agreement shall be deemed to contain a provision requiring that any sums due to the Association as assessments must be deducted from the gross rentals and paid directly to the Association. Resale of an Ownership Interest is also subject to a right of first refusal in favor of DVD as set forth in the Declaration and in the Purchase Agreement.

From time to time, DVD, BVTC, DVCM, or other of The TWDC Companies may establish special Club Member benefit programs to enhance membership for Club Members. Participation in any Club Member benefit program is completely voluntary. These special programs are not a component of or an appurtenance to any Ownership Interest. Some or all Club Member benefit programs may be limited, modified, canceled, or terminated at any time. In addition, some or all of Club Member benefit programs may be offered solely with respect to Ownership Interests purchased and owned by Club Members who purchased the Ownership Interests directly from DVD and these special programs, including those benefits marketed as incidental benefits under applicable law, may not be hypothecated, bought, sold, exchanged, rented, or otherwise transferred, except upon written approval of DVD, and are solely for the original Club Member's benefit and not for the benefit of that Club Member's assigns or successors-in-interest. If an Owner sells the Owner's Ownership Interest, these benefit programs do not automatically transfer to that Owner's buyer. The availability of these benefit programs may or may not be renewed or extended to such assigns or successors-in interest.

DVD has reserved the right, as set forth in the Membership Agreement and the DVC Resort Agreement, to prohibit or limit persons who do not purchase an Ownership Interest directly from DVD, or from an approved seller, from participating in other aspects of Club membership or benefits, including prohibiting or limiting access to other DVC Resorts through the DVC Reservation Component or restricting, limiting, or changing certain Home Resort Reservation Component or DVC Reservation Component reservation features. Such prohibitions, restrictions,

limitations, or changes may adversely affect a Club Member's ability to resell the Club Member's Ownership Interest or at a value that the Club Member might seek.

Further, DVD has implemented prohibitions on Club Members who purchase an Ownership Interest at Riviera Resort from an unapproved third party from reserving a Vacation Home at any other DVC Resorts, including future DVC Resorts.

Club Members who purchase an Ownership Interest at Riviera Resort from a third party other than directly from DVD or other seller approved by DVD, are not permitted to convert their Riviera Resort Home Resort Vacation Points related to that Ownership Interest to DVC Vacation Points for the purpose of reserving Vacation Homes at any other DVC Resort, including any future DVC Resorts, through the DVC Reservation Component. Purchasers should refer to the DVC Resort Agreement for details.

e. Pre-completion of Construction Closing. The purchase of an Ownership Interest may be closed prior to completion of construction of the Units, Vacation Homes, recreational facilities, or other commonly used facilities contained in a phase of the Riviera Resort, as permitted by applicable law.

Florida law permits a closing prior to the completion of construction if the Division of Florida Condominiums, Timeshares and Mobile Homes approves an alternate assurance in lieu of completion of construction. If such alternate assurance is approved and construction of such Units, Vacation Homes, recreational facilities, and other commonly used facilities is not completed in accordance with the purchase agreement, the Purchaser shall be entitled to all the rights and remedies set forth in the Purchaser's purchase agreement.

8. Exchange Program Opportunities. See the Multi-site Public Offering Statement Text for details regarding exchange program opportunities.