CONDOMINIUM PUBLIC REPORT

Prepared & Issued by:
Developer WEST MAUI DEVELOPMENT COMPANY LLC
Address c/o Landtec, Inc., 2530 Kekaa Drive, Suite B-6, Lahaina, Hawaii 96761
Project Name (*): THE SUMMIT AT KAANAPALI – PHASE II
Address: Kualapa Loop, Kaanapali, Hawaii

Registration No. 4695

Effective date: February 14, 2002
Expiration date: November 14, 2002

Preparation of this Report:

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

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

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

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

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

Type of Report:

___	**PRELIMINARY: (yellow)**	The developer may not as yet have created the condominium but has filed with the Real Estate Commission minimal information sufficient for a Preliminary Public Report. A Final Public Report will be issued by the developer when complete information is filed.
X	**CONTINGENT FINAL: (green)**	The developer has legally created a condominium and has filed information with the Commission for this report which EXPIRES NINE (9) MONTHS after the above effective date. Contingent Final public reports may not be extended or renewed. [ ] No prior reports have been issued. [X] This report supersedes all prior public reports.
___	**FINAL: (white)**	The developer has legally created a condominium and has filed complete information with the Commission. [ ] No prior reports have been issued. [ ] This report supersedes all prior public reports. [ ] This report must be read together with _____
___	**SUPPLEMENTARY: (pink):**	This report updates information contained in the: [ ] Preliminary Public Report dated: _____ [ ] Final Public Report dated: _____ [ ] Supplementary Public Report dated: _____ And [ ] Supersedes all prior public reports. [ ] Must be read together with _____ [ ] This report reactivates the _____ public report(s) which expired on _____

(*) Exactly as named in the Declaration

This material can be made available for individuals with special needs. Please call the Senior Condominium Specialist at 586-2644 to submit your request.

FORM: RECO-30 1297 / 0298 /0800

General:395902.3

Disclosure Abstract: Separate Disclosure Abstract on this condominium project:

[X] Required and attached to this report as Exhibit H.

[ ] Not Required - Disclosures covered in this report.

Summary of Changes from Earlier Public Reports:

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

[ ] No prior reports have been issued by the developer.

[X] Changes made are as follows:

1. The land that is part of the Project was consolidated into a single lot. The land consists of 194,200 square feet.

2. The Project has been redesigned, some of the apartment types have changed, apartments types of some of the apartments have changed, and the common interests appurtenant to the apartments in the Project have been recomputed.

3. The Declaration of Condominium Property Regime, the By-Laws of the Association of Apartment Owners and the Condominium Map have been recorded in the Bureau of Conveyances of the State of Hawaii. Prior to recordation, the Declaration of Condominium Property Regime and the Condominium Map were revised since the issuance of the Preliminary Public Report.

4. The Rules and Regulations have been adopted.

5. The forms of the Owner-Occupant Reservation Instrument, Reservation Instrument, Sales Agreement and Apartment Deed were revised since the issuance of the Preliminary Public Report.

6. The warranty on the apartments has been revised. The revised warranty is more particularly described in Section 3 of Exhibit H (Disclosure Abstract) of this Public Report.

NOTE: ALL BUYERS AND PROSPECTIVE BUYERS SHOULD READ THIS REPORT, THE DECLARATION OF CONDOMINIUM PROPERTY REGIME, THE BY-LAWS, THE RULES AND REGULATIONS, THE DECLARATION OF MERGER OF CONDOMINIUM PHASES, THE SALES AGREEMENT, THE SPECIMEN APARTMENT DEED AND THE OTHER CONDOMINIUM DOCUMENTS IN FULL AS THIS SUMMARY OF CHANGES IS NOT ALL-INCLUSIVE AND DOES NOT CONTAIN A COMPLETE DESCRIPTION OF ALL OF THE CHANGES THAT WERE MADE SINCE THE ISSUANCE OF THE EFFECTIVE DATE OF THE PRELIMINARY PUBLIC REPORT.

SPECIAL ATTENTION

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

STATUTORY NOTICE

"The effective date for the Developer's Contingent Final Public Report was issued before the Developer submitted to the Real Estate Commission: the executed and recorded deed or master lease for the project site; the executed construction contract for the project, the building permit; satisfactory evidence of sufficient funds to cover the total project cost; or satisfactory evidence of a performance bond issued by a surety licensed in the State of not less than one hundred percent of the cost of construction, or such other substantially equivalent or similar instrument or security approved by the Commission. Until the Developer submits each of the foregoing items to the Commission, all Purchaser deposits will be held by the escrow agent in a federally-insured, interest-bearing account at a bank, savings and loan association, or trust company authorized to do business in the State. If the Developer does not submit each of the foregoing items to the Commission and the Commission does not issue an effective date for the Final Public Report before the expiration of the Contingent Final Public Report, then:
(1) The Developer will notify the Purchaser thereof by certified mail; and
(2) Either the Developer or the Purchaser shall thereafter have the right under Hawaii law to rescind the Purchaser's sales contract. In the event of a rescission, the Developer shall return all of the Purchaser's deposits together with all interest earned thereon, reimbursement of any required escrow fees, and, if the Developer required the Purchaser to secure a financing commitment, reimburse any fees the Purchaser incurred to secure the financing commitment." (§514A-64.5, HRS)

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

1. The executed and recorded deed for the project site.

2. The letter relating to the availability of funds to complete the project.

This public report does not constitute approval of the Project by the Real Estate Commission, or any other government agency, nor does it ensure that all applicable County codes, ordinances and subdivision requirements have been complied with.

Facilities and improvements normally associated with County approved subdivisions, such as fire protection devices, County street lighting, electricity, upgraded water facilities, improved access for owner and emergency traffic, drainage facilities, etc., may not necessarily be provided for, and services such as County street maintenance and trash collection will not be available for interior roads and driveways.

THE PROSPECTIVE PURCHASER IS CAUTIONED TO CAREFULLY REVIEW THE CONDOMINIUM DOCUMENTS REFERENCED IN THIS PUBLIC REPORT FOR FURTHER INFORMATION WITH REGARD TO THE FOREGOING.

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EXHIBIT A: APARTMENT DESCRIPTION
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General Information On Condominiums

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

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

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

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

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

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

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

Operation of the Condominium Project

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

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

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

I. PERSONS CONNECTED WITH THE PROJECT

Developer: West Maui Development Company LLC
Name*
c/o Landtec, Inc.
2530 Kekaa Drive, Suite B-6
Business Address
Lahaina, Hawaii 96761

Phone: (808) 661-3232
(Business)

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

A&B Properties, Inc. – Manager

Real Estate Broker*: Whalers Realty Inc.
Name
2435 Kaanapali Parkway, Suite A-3
Business Address
Lahaina, Hawaii 96761

Phone: (808) 661-8777
(Business)

Escrow: Title Guaranty Escrow Services, Inc.
Name
235 Queen Street
Business Address
Honolulu, Hawaii 96813

Phone: (808) 521-0211
(Business)

General Contractor*: Maryl Pacific Constructors, Inc.
Name
737 Bishop Street, Suite 1560
Business Address
Honolulu, Hawaii 96813

Phone: (808) 545-2920
(Business)

Condominium Managing Agent*: Hawaiiana Management Company, Ltd.
Name
711 Kapiolani Boulevard, 7th Floor
Business Address
Honolulu, Hawaii 96813

Phone: (808) 593-9100
(Business)

Attorney for Developer: Goodsill Anderson Quinn & Stifel
(Gail O. Ayabe)
Name
1099 Alakea Street, 18th Floor
Business Address
Honolulu, Hawaii 96813

Phone: (808) 547-5600
(Business)

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

II. CREATION OF THE CONDOMINIUM; CONDOMINIUM DOCUMENTS

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

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

The Declaration for this condominium is:

[ ] Proposed
[X] Recorded - Bureau of Conveyances: Document No. 2002-014722
Book _____ Page _____
[ ] Filed - Land Court: Document No. _____

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

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

The Condominium Map for this condominium project is:

[ ] Proposed
[X] Recorded - Bureau of Conveyances Condo Map No. 3393
[ ] Filed - Land Court Condo Map No. _____

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

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

The Bylaws for this condominium are:

[ ] Proposed
[X] Recorded - Bureau of Conveyances: Document No. 2002-014723
Book _____ Page _____
[ ] Filed - Land Court: Document No. _____

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

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

The House Rules for this condominium are:

[ ] Proposed [X] Adopted [ ] Developer does not plan to adopt House Rules

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

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

	Minimum Set by Law	This Condominium	**The Developer's written consent also is required to amend any provision that gives the Developer any right or authority
Declaration (and Condo Map)	75%*	75%	
Bylaws	65%	65%	
House Rules	--	Majority of the Board of Directors	

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

2. Developer:

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

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

The Developer may amend the Declaration, By-Laws and Condominium Map (a) at any time prior to the recording of the first apartment conveyance to a party not signatory to the Declaration; (b) to make any amendments required by law, by the Real Estate Commission of the State of Hawaii, by any title insurer issuing title insurance on the Project or any of the apartments, by any institutional lender lending funds on the security of the Project or any of the apartments, by any purchaser, insurer or guarantor of loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable it to purchase, insure or guarantee a loan made on the security of the Project or any of the apartments, or by any governmental agency; (c) to file the "as built" verified statement required by Section 514A-12, HRS; (d) to reflect alterations of the Project which the Developer is permitted to make pursuant to Paragraph 3 of Section R of the Declaration; (e) to reflect alterations of the Project which the Developer is permitted to make pursuant to Paragraph 4 of Section R of the Declaration; (f) at any time to effect the changes provided in the Declaration of Merger of Condominium Phases referred to in Section S of the Declaration, including the right to merge the Project with one or more condominium projects located or to be located on lands (or a portion or portions thereof) in the vicinity of the Project site.

III. THE CONDOMINIUM PROJECT

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

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

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

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

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

Lease Term Expires: _____ Rent Renegotiation Date(s): _____

Lease Rent Payable: [ ] Monthly [ ] Quarterly
[ ] Semi-Annually [ ] Annually

Exhibit _____ contains a schedule of the lease rent for each apartment per: [ ] Month [ ] Year

For Sub-leaseholds:

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

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

[ ] Individual Apartments in Fee Simple: Common Interest in the Underlying Land in Leasehold or Sub-leasehold:

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

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

Lease Term Expires: _____ Rent Renegotiation Date(s): _____

Lease Rent Payable: [ ] Monthly [ ] Quarterly
[ ] Semi-Annually [ ] Annually

Exhibit _____ contains a schedule of the lease rent for each apartment per: [ ] Month [ ] Year

[ ] Other:

IMPORTANT INFORMATION ON LEASEHOLD CONDOMINIUM PROJECTS

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

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

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

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

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

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

B. **Underlying Land:**

Address: Kualapa Loop, Kaanapali, Hawaii

Tax Map Key (TMK): 4-4-006-054(2)

[X] Address [X] TMK is expected to change because the land was consolidated recently.

Land Area: 194,200 [X] square feet [ ] acre(s) Zoning: R-3

Fee Owner: West Maui Development Company LLC
Name
c/o Landtec, Inc.
2530 Kekaa Drive, Suite B-6
Address

Lahaina, Hawaii 96761

Lessor: Not Applicable
Name

Address

C. **Buildings and Other Improvements:**

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

2. Number of Buildings: 18 residential buildings* Floors Per Building 8 – one floor, 10 – two floors

   [ ] Exhibit _____ contains further explanations.

   *The Project also will contain 1 one-floor garage building, 4 one-floor office/gym buildings and 2 one-floor office/gym/garage buildings.

3. Principal Construction Material:

   [X] Concrete [ ] Hollow Tile [X] Wood

   [X] Other stucco, gypsum board, glass and other allied construction materials.

4. Uses Permitted by Zoning:

	No. of Apts.	Use Permitted By Zoning	
[X] Residential	18	[X] Yes	[ ] No
[ ] Commercial		[ ] Yes	[ ] No
[ ] Mix Res/Comm		[ ] Yes	[ ] No
[ ] Hotel		[ ] Yes	[ ] No
[ ] Timeshare		[ ] Yes	[ ] No
[ ] Ohana		[ ] Yes	[ ] No
[ ] Industrial		[ ] Yes	[ ] No
[ ] Agricultural		[ ] Yes	[ ] No
[ ] Recreational		[ ] Yes	[ ] No
[ ] Other: _____		[ ] Yes	[ ] No

Is/Are this/these use(s) specifically permitted by the project's Declaration or Bylaws?
[X] Yes [ ] No

5. Special Use Restrictions:

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

[X] Pets: No animals, livestock or poultry of any kind shall be raised, bred or kept in any apartment or any other part of the Project, except that dogs, cats or other usual and common household pets, not to exceed a total of four (4) pets, may be kept in the apartment.

[ ] Number of Occupants: _____

[X] Other: Residential use only.

[ ] There are no special use restrictions.

6. Interior (fill in appropriate numbers):

Elevators: 0 Stairways: 10 – 1 in each 2-story residential building Trash Chutes: 0

Apt. Type	Quantity	BR/Bath	Net Living Area (sf)*	Net Other Area (sf)	(Identify)
See Exhibit A					

Total Number of Apartments: 18

***Net Living Area is the floor area of the apartment measured from the interior surface of the apartment perimeter walls.**

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

Boundaries of Each Apartment:

SEE EXHIBIT B

Permitted Alterations to Apartments:

SEE EXHIBIT C

Apartments Designated for Owner-Occupants Only:
Fifty percent (50%) of **residential** apartments must be so designated; developer has a right to substitute similar apartments for those apartments already designated. Developer must provide this information either in a published announcement or advertisement as required by section 5I4A-102, HRS; or include the information here in this public report and in the announcement (see attachment 11a). Developer has elected to provide the information in a published announcement or advertisement.

7. Parking Stalls:

Total Parking Stalls: 36

	Regular		Compact		Tandem		
	Covered	Open	Covered	Open	Covered	Open	TOTAL
Assigned (for each unit)	36*						36
Guest							0
Unassigned							0
Extra for Purchase							0
Other:							0
Total Covered & Open:	36		0		0		36

*Each apartment shall include a two-car garage.

Each apartment will have the exclusive use of at least 2 parking stall(s).
Buyers are encouraged to find out which stall(s) will be available for their use.

[ ] Commercial parking garage permitted in condominium project.

[ ] Exhibit _____ contains additional information on parking stalls for this condominium project.

8. Recreational and Other Common Facilities:

[X] There are no recreational or common facilities.

[ ] Swimming pool [ ] Storage Area [ ] Recreation Area

[ ] Laundry Area [ ] Tennis Court [X] Trash Chute/Enclosure(s)

[ ] Other: _____

9. Compliance With Building Code and Municipal Regulations; Cost to Cure Violations

[X] There are no violations. [ ] Violations will not be cured.

[ ] Violations and cost to cure are listed below: [ ] Violations will be cured by _____
(Date)

10. Condition and Expected Useful Life of Structural Components, Mechanical, and Electrical Installations (For conversions of residential apartments in existence for at least five years): Not Applicable.

11. Conformance to Present Zoning Code

a. [X] No variances to zoning code have been granted.

[ ] Variance(s) to zoning code was/were granted as follows:

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

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

	Conforming	Non-Conforming	Illegal
Uses	X		
Structures	X		
Lot	X		

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

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

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

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

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

[X] described in Exhibit D.

[ ] as follows:

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

[ ] There are no limited common elements in this project.

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

[X] described in Exhibit E/F*.

[ ] as follows:

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

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

[X] described in Exhibit F.

[ ] as follows:

E. **Encumbrances Against Title**: An encumbrance is a claim against or a liability on the property or a document affecting the title or use of the property. Encumbrances may have an adverse effect on the property or your purchase and ownership of an apartment in the project.

Exhibit G describes the encumbrances against the title contained in the title report dated January 29, 2002, and issued by Title Guaranty of Hawaii, Incorporated.

Blanket Liens:

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

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

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

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

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

F. **Construction Warranties:**

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

1. Building and Other Improvements:

   SEE SECTION 3 OF EXHIBIT H (DISCLOSURE ABSTRACT)

2. Appliances:

   SEE SECTION 3 OF EXHIBIT H (DISCLOSURE ABSTRACT)

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

It is estimated that construction of the Project will commence in October 2001 and will be completed on or before December 31, 2003.

H. **Project Phases:**

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

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

The Developer, at its option, has the right, but not the obligation, to expand the Project by merging, either through an administrative merger or mergers or an ownership merger or mergers, the Project with one or more condominium projects located or to be located on lands (or a portion or portions thereof) in the vicinity of the Project site, and to amend the Declaration to provide for such merger or mergers without obtaining the approval, consent or joinder of any owner, mortgagee or purchaser of any apartment, all as set forth in that certain Declaration of Merger of Condominium Phases referred to in Section S of the Declaration.

IV. CONDOMINIUM MANAGEMENT

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

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

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

[X] not affiliated with the Developer
[ ] self-managed by the Association of Apartment Owners
[ ] the Developer or Developer's affiliate.
[ ] Other: _____

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

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

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

(Disclosure Abstract)
Exhibit __H/__ contains a schedule of estimated initial maintenance fees and maintenance fee disbursements (subject to change).

C. **Utility Charges for Apartments:**

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

[ ] None [X] Electricity (__X__ Common Elements only ____ Common Elements & Apartments)

[ ] Gas (____ Common Elements only ____ Common Elements & Apartments)

[X] Water* [X] Sewer [ ] Television Cable

[X] Other __Telephone (common elements only)_____

*Common Elements only

V. MISCELLANEOUS

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

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

[ ] Notice to Owner Occupants

[X] Specimen Sales Contract
Exhibit __I__ contains a summary of the pertinent provisions of the sales contract.

[X] Escrow Agreement dated ___June 25, 2001.___
Exhibit __J__ contains a summary of the pertinent provisions of the escrow agreement.

[ ] Other _____

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

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

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

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

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

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

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

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

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

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

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

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

A) Condominium Public Reports issued by the developer which have been issued an effective date by the Hawaii Real Estate Commission.
B) Declaration of Condominium Property Regime, as amended.
C) Bylaws of the Association of Apartment Owners, as amended.
D) House Rules, if any.
E) Condominium Map, as amended.
F) Escrow Agreement.
G) Hawaii's Condominium Property Act (Chapter 514A, HRS, as amended) and Hawaii Administrative Rules, (Chapter 16-107, adopted by the Real Estate Commission, as amended).
H) Other Kaanapali Golf Estates Covenants; Declaration of Merger of Condominium Phases; Roadway Maintenance Declaration; Unilateral Agreement and Declaration for Conditional Zoning.

Copies of the condominium and sales documents and amendments made by the developer are available for review through the developer and are on file at the Department of Commerce and Consumer Affairs. Reprints of Hawaii's Condominium Property Act (Chapter 514A, HRS) and Hawaii Administrative Rules, Chapter 16-107, are available at the Cashier's Office, Department of Commerce and Consumer Affairs, 1010 Richards Street, 3rd Floor, Honolulu, Hawaii, mailing address: P. O. Box 541, Honolulu, HI 96809, at a nominal cost.

This Public Report is a part of Registration No. 4695 filed with the Real Estate Commission on July 20, 2001.

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

[ ] YELLOW paper stock [ ] WHITE paper stock [ ] PINK paper stock [X] GREEN paper stock

C. **Additional Information Not Covered Above**

1. KAANAPALI GOLF ESTATES COVENANTS. The Declaration of Condominium Property Regime provides that all present and future apartment owners, tenants and occupants of apartments shall be bound by and subject to the provisions of that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Kaanapali Golf Estates dated June 18, 1992, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 92-097283, as supplemented, amended and restated from time to time (the "Kaanapali Golf Estates Covenants"). The Kaanapali Golf Estates Covenants provide, among other things, that: (a) every owner shall be deemed to have a membership in the Kaanapali Golf Estates Community Association and shall pay assessments to the Kaanapali Golf Estates Community Association, as set forth in the Kaanapali Golf Estates Covenants; and (b) approval be obtained prior to making certain alterations within the Project.

2. MAINTENANCE AND REPAIR OF APARTMENTS AND COMMON ELEMENTS. The By-Laws provide that every apartment owner shall at his own expense at all times well and substantially repair, maintain, amend and keep his apartment, including without limitation all doors, sliding glass doors (if any), windows, window fixtures, and all internal installations within the apartment such as water, power, electricity, gas (if any), telephone, sanitation, sewage, lights, lamps, air conditioning, and all other fixtures, appliances, and accessories belonging to such apartment, if any, and the interior walls and partitions and the interior decorated or finished surfaces of all walls, partitions, floors, and ceilings of such apartment, if any, with all necessary reparations and amendments whatsoever in good order and condition, except as otherwise provided by law or the Declaration, and shall be liable for all loss or damage whatsoever caused by his failure to perform any such work diligently, and in case of such failure after reasonable notice to perform shall reimburse to the Association promptly on demand all expenses incurred by it in performing any such work authorized by the Board of Directors or the Managing Agent.

Except as hereinabove expressly provided to the contrary, all maintenance, repairs and replacements to the common elements and the limited common elements (including, without limitation, the lanai areas, the yard areas and the decks, if any, the spas, if any, the pools, if any, and the wall/fences, if any, located therein, and the trash areas), whether located inside or outside of the apartments, shall be made by the Board and be charged to all the owners as a common expense or a limited common expense; provided, however, that any such maintenance, repair or replacement of the yard areas, the decks, if any, the spas, if any, the pools, if any, and the wall/fences, if any, shall be charged to the owner of the apartment to which such yard area, deck, if any, spa, if any, pool, if any, and wall/fence, if any, is appurtenant or part of, as a limited common

expense constituting a lien against such owner's interest in his apartment which may be foreclosed by the Board or Managing Agent in the same manner as provided in the Condominium Property Act for unpaid common expenses; provided, further, however, that any such maintenance, repair or replacement necessitated by the negligence, misuse or neglect of an apartment owner or occupant or any person under either of them, shall be charged to such apartment owner or the apartment owner of the apartment of such occupant, as a special assessment constituting a lien against his interest in his apartment which may be foreclosed by the Board or Managing Agent in the same manner as provided in the Condominium Property Act for unpaid common expenses.

3. ROADWAY MAINTENANCE DECLARATION. Owners in the Project and other projects in the vicinity of the Project have been or will be given rights to use the Roadway Lot within The Summit at Kaanapali – Phase I pursuant to easements granted to them by the developer of The Summit at Kaanapali – Phase I. Pursuant to the terms of a Roadway Maintenance Declaration made by the Developer of the Project, recorded in the Bureau of Conveyances of the State of Hawaii, as amended, the Association of Apartment Owners of The Summit at Kaanapali – Phase I will charge the Association of Apartment Owners of the Project for a portion of the costs and expenses to maintain and repair the Roadway Improvements (as defined in the Roadway Maintenance Declaration), which include the Roadway Lot, as provided in the Roadway Maintenance Declaration.

D. The developer declares subject to the penalties set forth in section 514A-49(b) that this project is in compliance with all county zoning and building ordinances and codes, and all other county permitting requirements applicable to the project, pursuant to Act 251 (SLH 2000) [Section 514A-] (The developer is required to make this declaration for issuance of an effective date for a final public report.)

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

WEST MAUI DEVELOPMENT COMPANY LLC,
a Hawaii limited liability company
Printed Name of Developer

By A&B Properties, Inc.
Its Manager

By: _____ JAN 30 2002
Duly Authorized Signatory* Date

PAUL HALLIN VICE PRESIDENT
Printed Name & Title of Person Signing Above

Distribution:

Department of Finance, County of Maui

Planning Department, County of Maui

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

CONDOMINIUM PUBLIC REPORT ON
THE SUMMIT AT KAANAPALI – PHASE II

EXHIBIT A

APARTMENT DESCRIPTION

Apt. Type	No. of Apts.	Bedroom/ Bath	Approx. Net Living Floor Area in Sq. Ft.	Approx. Net Garage Floor Area in Sq. Ft.	Approx. Net Balcony Floor Area in Sq. Ft.
AR-1	1	3/3	2,042	490	--
AG-2	1	3/4	2,322	454	--
AGR-1	1	3/4	2,322	454	--
AGMR-1	1	3/4	2,344	483	--
AGMR-2	2	3/4	2,344	483	--
BGR-2	1	3/4	2,343	483	--
BGMR-2	1	3/4	2,347	483	--
C-2	1	3/2½	2,409	540	165
CM-1	1	3/2½	2,409	540	165
CM-2	1	3/2½	2,409	540	165
CGM-3	3	3/3½	2,742	540	165
CGMR-1	1	3/3½	2,742	540	165
D-1	1	3/3½	2,499	536	183
DMR-2	1	3/3½	2,499	536	183
DG-1	1	3/4½	2,807	536	183

Total Apartments: 18

*Net Living Floor Area is the floor area of the apartment measured from the interior surface of the apartment perimeter walls.

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

CONDOMINIUM PUBLIC REPORT ON
THE SUMMIT AT KAANAPALI – PHASE II

EXHIBIT B

BOUNDARIES OF EACH APARTMENT

Each apartment consists of the spaces within the perimeter walls, floors and ceilings of the respective apartment as shown on the Condominium Map. The respective apartments shall not be deemed to include the undecorated or unfinished surfaces of the perimeter walls or interior load-bearing walls or partitions, the foundations, columns, girders, beams, floor slabs, footings, supports, roofs and ceilings located within or at the perimeter of or surrounding such apartment, any pipes, wires, vents, shafts, ducts, conduits or other utility or service lines or enclosed spaces for wiring, pipes or air exhaust running through or otherwise located within such apartment which are utilized for or serve more than one apartment, all of which are deemed common elements as hereinafter provided. Each apartment shall be deemed to include all of the walls and partitions which are not load-bearing and which are within its perimeter walls; the inner decorated or finished surfaces of all walls, floors, roofs and ceilings; all windows, window frames, louvers (if any), shutters, doors and door frames along the perimeter of the apartment; the attached or detached garage as shown on the Condominium Map; with respect to Type CGM-3 and Type CGMR-1 apartments only, the office/gym and bathroom located within the office/gym building adjacent to the residential building in which the rest of the apartment is located; with respect to Type AG-2 and Type AGR-1 apartments only, the office/gym and bathroom located within the office/gym/garage building adjacent to the residential building in which the rest of the apartment is located; the balcony, if any, as shown on the Condominium Map; and all of the fixtures and appliances originally installed therein.

CONDOMINIUM PUBLIC REPORT ON
THE SUMMIT AT KAANAPALI – PHASE II

EXHIBIT C

PERMITTED ALTERATIONS TO APARTMENTS

Except as otherwise provided in the Declaration or in the By-Laws, restoration, repair or replacement of the Project or of any building or other facility or construction of any additional building or structural alteration or addition to any structure, different in any material respect from said Condominium Map of the Project, shall be undertaken by the Association or any apartment owners only pursuant to an amendment of the Declaration, duly executed by or pursuant to the affirmative vote of seventy-five percent (75%) of the apartment owners and accompanied by the written consent of the holders of all liens affecting any of the apartments, and in accordance with all of the requirements of Paragraph 6 of Section I of the Declaration, and promptly upon completion of such restoration, replacement or construction, the Association shall duly file of record such amendment, together with a complete set of floor plans of the Project as so altered, certified as built by a registered architect or professional engineer; PROVIDED, HOWEVER, that notwithstanding any other provision in the Declaration to the contrary, the owner of an apartment may make any alterations or additions within an apartment, at such owner's expense, if such alterations or additions are not visible from the exterior of the apartments and if the structural integrity of the building is not thereby affected. The alterations or additions permitted by the immediately preceding proviso shall require only the written approval thereof, including approval of the apartment owner's plans therefor, by the holders of first mortgage liens affecting such apartment (if the lien holders require such approval), by the appropriate agencies of the State of Hawaii and the County of Maui if such agencies so require, by the Board of Directors of the Association (which approval shall not be unreasonably or arbitrarily withheld or delayed), and by all other apartment owners thereby directly affected (as determined in a reasonable manner by the Board of Directors of the Association), and such alterations or additions may be undertaken without an amendment to the Declaration or filing of a complete set of floor plans of the Project as so altered.

Notwithstanding any other provision in the Declaration to the contrary, prior to (a) the time that all apartments in the Project have been sold and recorded and (b) the filing by the Developer of the "as-built" verified statement (with plans, if applicable) required by Section 514A-12 of said Condominium Property Act, the Developer shall have the right to make alterations in the Project (and to amend the Declaration, the By-Laws and the Condominium Map accordingly) without the approval,

consent or joinder of any apartment owner, which change the configuration of, alter the number of rooms of, decrease or increase the size of, or change the location of any apartment (and the limited common elements appurtenant thereto) in the Project which is not sold and recorded; or to make other alterations in the Project (and to amend the Declaration, the By-Laws and the Condominium Map accordingly) without the approval, consent or joinder of any apartment owner, which make minor changes in any apartment in the Project or the common elements which do not affect the physical location, design or size of any apartment which has been sold and recorded, including, without limitation, changes to the metes and bounds of the limited common elements; PROVIDED, HOWEVER, that any such changes shall be reflected in an amendment to the Declaration as provided in Paragraph 3 of Section T of the Declaration. As used herein the term "sold and recorded" shall mean and refer to the sale of apartments in the Project and the recordation in the Bureau of Conveyances of the State of Hawaii of apartment conveyances transferring interests in the apartments from the Developer to parties not signatory to the Declaration.

Notwithstanding any other provision in the Declaration to the contrary, prior to the time that all apartments in the Project have been sold and recorded and construction of all of the apartments in the Project has been completed by the Developer, the Developer shall have the right to make alterations in the Project (and to amend the Declaration, the By-Laws and the Condominium Map accordingly) without the approval, consent or joinder of any apartment owner, which consist of changing the apartment type of any of the apartments in the Project; PROVIDED, HOWEVER, that any such changes shall be reflected in an amendment to the Declaration as provided in Paragraph 4 of Section T of the Declaration. As used herein the term "sold and recorded" shall mean and refer to the sale of apartments in the Project and the recordation in the Bureau of Conveyances of the State of Hawaii of apartment conveyances transferring interests in the apartments from the Developer to parties not signatory to the Declaration.

Notwithstanding any other provision in the Declaration to the contrary, prior to the time that all apartments in the Project have been sold and recorded and construction of all of the apartments in the Project has been completed by the Developer, the Developer shall have the right to make alterations in the Project (and to amend the Declaration and the Condominium Map accordingly) without the approval, consent or joinder of any apartment owner, which consist of installing a deck, a spa, a pool and/or a wall/fence within one or more yard areas; PROVIDED, HOWEVER, that any such changes shall be reflected in an amendment to the Declaration as provided in Paragraph 5 of Section T of the Declaration. As used herein the term "sold and recorded" shall mean and refer to the sale of apartments in the Project and the recordation in the Bureau of Conveyances of the State of Hawaii of apartment conveyances transferring interests in the apartments from the Developer to parties not signatory to the Declaration.

CONDOMINIUM PUBLIC REPORT ON
THE SUMMIT AT KAANAPALI – PHASE II

EXHIBIT D

COMMON ELEMENTS

The common elements consist of all portions of the Project other than the apartments, including specifically, but not limited to:

(a) The Land in fee simple;

(b) All foundations, columns, girders, beams, footings, floor slabs, supports, unfinished perimeter, party and load-bearing walls and partitions, roofs, entrances, entryways and exits of all buildings of the Project;

(c) All walkways, roadways, sidewalks (if any), perimeter walls (if any), retaining walls (if any), fences (if any), gates (if any), lanai areas, yard areas, trash areas, driveways, parking areas, loading zones, yards, grounds, landscaping, trash enclosures and mailboxes;

(d) All pipes, cables, conduits, ducts, sewer lines, sewage treatment equipment and facilities (if any), electrical equipment, electrical rooms (if any), wiring and other central and appurtenant transmission facilities and installations over, under and across the Project which serve more than one apartment for services such as power, light, gas (if any), sewer, water, telephone and television signal distribution (if any);

(e) Any and all other apparatus and installations of common use and all other parts of the Project necessary or convenient to its existence, maintenance and safety, or normally in common use;

(f) The limited common elements described in Section E attached hereto.

CONDOMINIUM PUBLIC REPORT ON
THE SUMMIT AT KAANAPALI – PHASE II

EXHIBIT E

LIMITED COMMON ELEMENTS

(a) Each of the lanai areas within the Project, designated on the Condominium Map as Lanai Areas L-18 to L-35, inclusive, shall be a limited common element appurtenant to and reserved for the exclusive use of the apartment to which it is assigned, as set forth in Exhibit F attached hereto;

(b) Each of the yard areas within the Project, together with the deck, if any, the spa, if any, the pool, if any, and the wall/fence, if any, located therein, designated on the Condominium Map as Yard Areas Y-18 to Y-35, inclusive, shall be a limited common element appurtenant to and reserved for the exclusive use of the apartment to which it is assigned, as set forth in Exhibit F attached hereto;

(c) Each of the trash areas within the Project, designated on the Condominium Map as Trash Areas T-18 to T-35, inclusive, shall be a limited common element appurtenant to and reserved for the exclusive use of the apartment to which it is assigned, as set forth in Exhibit F attached hereto;

(d) Any walkway, stairway, entrance, exit, or steps which would normally be used only for the purposes of ingress to and egress from a specific apartment or apartments shall be a limited common element appurtenant to and reserved for the exclusive use of such apartment or apartments;

(e) Any mailbox assigned to an apartment by the Developer or the Association of Apartment Owners of the Project shall be a limited common element appurtenant to and reserved for the exclusive use of such apartment.

CONDOMINIUM PUBLIC REPORT ON
THE SUMMIT AT KAANAPALI – PHASE II

EXHIBIT F

COMMON INTERESTS AND LIMITED COMMON ELEMENTS

Apt. No.	Apt. Type	Lanai Area No.	Yard Area No.	Trash Area No.	Common Interest
18	AGMR-2	L-18	Y-18	T-18	5.27833%
19	BGR-2	L-19	Y-19	T-19	5.27608%
20	AGMR-1	L-20	Y-20	T-20	5.27833%
21	AGMR-2	L-21	Y-21	T-21	5.27833%
22	BGMR-2	L-22	Y-22	T-22	5.28508%
23	AGR-1	L-23	Y-23	T-23	5.22879%
24	AG-2	L-24	Y-24	T-24	5.22879%
25	CGM-3	L-25	Y-25	T-25	6.17456%
26	C-2	L-26	Y-26	T-26	5.42470%
27	CGMR-1	L-27	Y-27	T-27	6.17456%
28	CGM-3	L-28	Y-28	T-28	6.17456%
29	CM-2	L-29	Y-29	T-29	5.42470%
30	DG-1	L-30	Y-30	T-30	6.32094%
31	CGM-3	L-31	Y-31	T-31	6.17456%
32	CM-1	L-32	Y-32	T-32	5.42470%
33	D-1	L-33	Y-33	T-33	5.62736%
34	DMR-2	L-34	Y-34	T-34	5.62736%
35	AR-1	L-35	Y-35	T-35	4.59827%

CONDOMINIUM PUBLIC REPORT ON
THE SUMMIT AT KAANAPALI – PHASE II

EXHIBIT G

ENCUMBRANCES AGAINST TITLE

1. For any real property taxes that may be due and owing, reference is made to the Office of the Tax Assessor of the County of Maui.

2. Reservation in favor of the State of Hawaii of all mineral and metallic mines.

3. Designation of Easement "E-4" for electrical purposes as shown on subdivision map prepared by Erik S. Kaneshiro, Licensed Professional Land Surveyor with Austin, Tsutsumi & Associates, Inc., dated November 27, 2001, being more particularly described in Exhibit "A" attached to the Declaration dated January 16, 2002, recorded as Document No. 2002-014722.

4. Designation of Easement "E-5A" for electrical purposes as shown on subdivision map prepared by Erik S. Kaneshiro, Licensed Professional Land Surveyor with Austin, Tsutsumi & Associates, inc., dated November 27, 2001, being more particularly described in Exhibit "A" attached to the Declaration dated January 16, 2002, recorded as Document No. 2002-014722.

5. Designation of Easement "E-6" for electrical purposes as shown on subdivision map prepared by Erik S. Kaneshiro, Licensed Professional Land Surveyor with Austin, Tsutsumi & Associates, Inc., dated November 27, 2001, being more particularly described in Exhibit "A" attached to the Declaration dated January 16, 2002, recorded as Document No. 2002-014722.

6. Designation of Easement "L-15A" for landscape purposes as shown on survey map prepared by Erik S. Kaneshiro, Licensed Professional Land Surveyor, with Austin, Tsutsumi & Associates, Inc., dated November 27, 2001, being more particularly described in Exhibit "A" attached to the Declaration dated January 16, 2002, recorded as Document No. 2002-014722.

7. Designation of Easement "D-1A" for drainage purposes as shown on Survey Map prepared by Erik S. Kaneshiro, Licensed Professional Land surveyor with Austin, Tsutsumi & Associates, Inc., dated November 27, 2001, being more particularly described in Exhibit "A" attached to the Declaration dated January 16, 2002, recorded as Document No. 2002-014722.

8. Lease in favor of Maui Electric Company, Limited, and GTE Hawaiian Telephone Company Incorporated, now known as Verizon Hawaii, Inc. dated October 13, 1967, recorded in Liber 5893 at Page 226; leasing and demising a right-of-way 25 feet in width for electrical purposes, over, across and under portion of the land described herein for a term of 35 years commencing from the date hereof and thereafter from year to year until terminated.

9. Agreement dated August 8, 1978, recorded in Liber 13487 at Page 93, by and between County of Maui, Department of Water Supply, as "County", and Amfac, Inc., a Hawaii corporation, as "Subdivider"; re: County approval of Royal Lahaina Golf Course Subdivision, subject to the mutual obligations set forth therein.

10. Grant in favor of Kaanapali Water Corporation dated October 17, 1980, recorded in Liber 15127 at Page 483; granting a perpetual and nonexclusive right and easement in, upon, through, over, under and across Easement "1" for utility and maintenance purposes.

11. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in the Deed dated March 28, 1983, recorded in Liber 16947 at Page 348. Said Deed was corrected by instrument dated February 11, 1991, recorded as Document No. 91-021968, to-wit:

    Reserving and excepting to Grantor, its successors and assigns forever, as appurtenant to the lands of the Grantor located in the District of the premises now owned and used or hereafter acquired and used by the Grantor, its successors and assigns, in its sugar plantation operations, the perpetual right and easement over and upon the premises to discharge, emit, diffuse and inflict surface water runoff, noise, smoke, soot, dust, lights, vapors, odors, and other substances and phenomena of every description, created by and resulting from the reasonable operations of Grantor, its successors and assigns, in burning sugar cane and bagasse, milling, generating power, trucking, hauling and all other activities incidental to the operation of a sugar cane plantation or alternative energy projects; and Grantee, its successors and assigns, do hereby waive any and all claims under any law whatsoever against Grantor arising therefrom.

AND FURTHER RESERVING AND EXCEPTING to Grantor, its successors and assigns forever, all waters and water rights of every nature on, under or otherwise appurtenant or belonging to said real property, provided that this reservation shall not be construed to give Grantor or its successors or assigns the right to enter upon said real property or any improvements thereon to drill for, intercept or convey any such water except in the exercise of any easement or other encumbrance identified in Exhibit A attached thereto.

12. Subdivision Agreement (Large Lots) dated January 28, 1985, recorded in Liber 19324 at Page 67, by and between Amfac Property Investment Corp., a Hawaii corporation, and Pioneer Mill Company, Limited, a Hawaii corporation, "Owner", and the County of Maui, "County".

13. The restrictions on use and other restrictions and all other of the covenants, agreements, obligations, conditions, reservations, easements and other provisions set forth in that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Kaanapali Golf Estates dated June 18, 1992, recorded as Document No. 92-097283, as amended by instruments dated February 27, 1995, recorded as Document No. 95-031961; dated May 31, 1995, recorded as Document No. 95-082326; dated January 8, 1998, recorded as Document No. 98-002742; dated October 29, 1999, recorded as Document No. 99-173731, and dated January 11, 2000, recorded as Document No. 2000-003695, as further supplemented, amended and restated from time to time.

    Designation of Successor Declarant and Assignment of Declarant's Rights and Interest under Amended and Restated Declaration of Covenants, Conditions and Restrictions for Kaanapali Golf Estates, instrument dated December 21, 2000 (the Effective Date), recorded as Document No. 2001-022425.

    Assignment and Assumption of Rights and Interests under Kaanapali Golf Estates Development Declarations, instrument dated December 21, 2000 (the Effective Date), recorded as Document No. 2001-022426.

14. Unilateral Agreement and Declaration for Conditional Zoning dated April 21, 1998, recorded as Document No. 98-072941.

    (A) Agreement for Implementing Unilateral Agreement Conditions dated November 3, 1999, recorded as Document No. 99-184229.

15. Memorandum of Development Declaration dated January 11, 2000, recorded as Document No. 2000-003696, as supplemented, amended and restated from time to time.

16. Limited Warranty Deed and Reservation of Rights and Easements dated January 11, 2000, recorded as Document No. 2000-003697.

17. Reservation in Deed dated January 11, 2000, recorded as Document No. 2000-003697, in favor of Amfac Property Investment Corp., a perpetual easement over, upon, within and under Easement "W-1-K", appurtenant to the lands described therein, for waterline purposes; together with the right to assign or grant such rights to any governmental or quasi-governmental authorities, public or private utilities, the Master Association or other appropriate entities.

18. Reservation in Deed dated January 11, 2000, recorded as Document No. 2000-003697, in favor of Amfac Property Investment Corp., a perpetual flowage easement for overflow drainage from certain drainage improvements on the "Mauka Land".

19. Grant to Maui Electric Company, Limited and Verizon Hawaii, Inc. dated February 26, 2001, recorded as Document No. 2001-047396, granting a perpetual right and easement for utility purposes.

20. Roadway Maintenance Declaration dated April 24, 2001, recorded as Document No. 2001-063241, as amended from time to time.

21. Declaration of Merger of Condominium Phases dated April 24, 2001, recorded as Document No. 2001-063242, as amended from time to time.

22. Encroachment Agreement dated December 12, 2001, recorded as Document No. 2001-199574, by and between West Maui Development Company LLC, a Hawaii limited liability company and Peter Allan Benoit and Sharon Ann Benoit, husband and wife.

23. Declaration of Condominium Property Regime of The Summit at Kaanapali - Phase II dated January 16, 2002, recorded as Document No. 2002-014722, as amended from time to time. Condominium File Plan No. 3393, as amended from time to time.

24. By-Laws of the Association of Apartment Owners of The Summit at Kaanapali – Phase II dated January 16, 2002, recorded as Document No. 2002-014723, as amended from time to time.

CONDOMINIUM PUBLIC REPORT ON
THE SUMMIT AT KAANAPALI - PHASE II

EXHIBIT H

DISCLOSURE ABSTRACT

1. (a) PROJECT: The Summit at Kaanapali - Phase II
Kaanapali, Hawaii

(b) DEVELOPER: West Maui Development Company LLC
c/o Landtec, Inc.
2530 Kekaa Drive, Suite B-6
Lahaina, Hawaii 96761
Telephone: (808) 661-3232

(c) MANAGING AGENT: Hawaiiana Management Company, Ltd.
711 Kapiolani Boulevard, 7th Floor
Honolulu, Hawaii 96813
Telephone: (808) 593-9100

2. USE OF APARTMENTS:

(a) Number of Apartments in Project for Residential Use: 18

(b) Proposed Number of Apartments in Project for Hotel Use: -0-

(c) Extent of Commercial or Other Nonresidential Development in Project: None

3. WARRANTIES:

The Developer will not be providing any warranties related to the Apartment or the common elements of the Project. However, the Developer will use reasonable efforts to arrange for the assignment of applicable warranties, if any, to Buyer from the general contractor and subcontractors, relating to the workmanship of the initial construction of the Apartment and the common elements of the Project. All materials, including without limitation, all appliances, light fixtures, floor coverings and other such items within the Apartment and the common elements of the Project, shall be covered solely by the applicable warranties, if any, of the respective manufacturers thereof. The warranty

periods of the various warranties described herein may vary, and Buyer should notify directly the general contractor, the subcontractors or the manufacturers, as applicable, with respect to any warranty claims that Buyer may have.

4. BREAKDOWN OF ANNUAL MAINTENANCE CHARGES AND ESTIMATED COSTS FOR EACH APARTMENT:

Attached to this Disclosure Abstract as Exhibit "1" is a breakdown of the annual maintenance charges and the monthly estimated cost for each apartment in the Project, prepared by Hawaiiana Management Company, Ltd., a Hawaii corporation, for the one-year period commencing January 1, 2002, and certified to have been based on generally accepted accounting principles. The attached breakdown of annual maintenance charges and the estimated cost for each apartment are subject to change based on actual costs of the items listed. The Developer can make no assurances regarding the estimated maintenance assessments. Variables such as inflation, uninsured casualty loss or damage, increased or decreased services from those contemplated by the Developer, apartment owner delinquencies and other factors may cause the maintenance assessments to be greater or less than the estimated maintenance assessments. The breakdown of the estimated cost for each apartment contained in this Disclosure Abstract does not include the Buyer's obligation for the payment of the Kaanapali Golf Estate Community Association dues (currently $236 per month) or real property taxes. Estimates of the real property taxes will be provided by the Developer upon request.

NOTE: THE DEVELOPER ADVISES THAT COSTS AND EXPENSES OF MAINTENANCE AND OPERATION OF A CONDOMINIUM PROJECT ARE VERY DIFFICULT TO ESTIMATE INITIALLY AND EVEN IF SUCH MAINTENANCE CHARGES HAVE BEEN ACCURATELY ESTIMATED, SUCH CHARGES WILL TEND TO INCREASE IN AN INFLATIONARY ECONOMY AND AS THE IMPROVEMENTS AGE. MAINTENANCE CHARGES CAN VARY DEPENDING ON SERVICES DESIRED BY APARTMENT OWNERS. THE BUYER SHOULD EXAMINE THE MAINTENANCE CHARGE SCHEDULE TO SEE WHAT SERVICES ARE INCLUDED IN THE SCHEDULE.

5. TEMPORARY ASSUMPTION BY DEVELOPER OF ACTUAL COMMON EXPENSES:

The Developer will assume all the actual common expenses of the Project (and therefore an apartment owner will not be obligated for the payment of his respective share of the common expenses) until such time as the Developer files with the Real Estate Commission of the State of Hawaii an amended Disclosure Abstract which states that after a date certain, the respective apartment owner shall thereafter be obligated to pay for his respective share of common expenses that is allocated to his apartment; provided, however, that such amended Disclosure Abstract shall be filed at least 30 days in advance with the Real Estate Commission, with a copy thereof being delivered either by mail or personal delivery after the filing to each of the apartment owners whose maintenance expenses were assumed by the Developer. The Developer shall have no obligation to pay for any cash reserves or any other reserve amounts with respect to or attributable to the period during which the Developer assumes the actual common expenses of the Project.

6. KAANAPALI GOLF ESTATES COMMUNITY ASSOCIATION DUES:

Each apartment owner will be required to be a member of the Kaanapali Golf Estates Community Association. As such member, each apartment owner will be required to pay Kaanapali Golf Estates Community Association monthly dues, which are currently $236 per month.

CERTIFICATE

I, the undersigned, duly sworn on oath, depose and affirm as follows:

1. That I am the President of Hawaiiana Management Company, Ltd., a Hawaii corporation, designated by the Developer of The Summit at Kaanapali - Phase II condominium project (the "Project") to act as the Managing Agent for the management and administration of the Project.

2. That I hereby certify that the breakdown of the annual maintenance charges and the monthly estimated cost for each apartment in the Project, as set forth in Exhibit "1" attached hereto and hereby incorporated herein by reference, were determined pursuant to a reserve study conducted in accordance with Section 514A-83.6 of the Hawaii Revised Statutes and Chapter 107 of the Hawaii Administrative Rules, and are reasonable estimates for the one-year period commencing January 1, 2002, based on generally accepted accounting principles.

DATED: Honolulu, Hawaii, this 4th day of December 2001.

Emory W. Bush, CMCA
President

Subscribed and sworn to before me this 4th day of December 2001.

ANNIE C. KEKOOLANI NOTARY PUBLIC STATE OF HAWAII

Notary Public, State of Hawaii
Typed or Printed Name: Annie C. Kekoolani
My commission expires: 02-16-2002

Exhibit 1
The Summit at Kaanapali-Phase II
(18 units)
Estimated Annual Common Expenses
1-17-02

Utilities and Services	**Month**	**Annual**	
Electricity (common elements only)	$420	$5,040	
Water and Sewer (common elements only)	$2,700	$32,400	
Telephone	$200	$2,400	
Maintenance, Repairs and Supplies			
Building	$1,000	$12,000	
Grounds	$5,000	$60,000	
Pest Control	$300	$3,600	
Equipment Maintenance	$300	$3,600	
Supplies/Misc	$300	$3,600	
Management			
General Manager	$2,200	$26,400	
Maintenance	$1,000	$12,000	
Management Fee	$730	$8,760	
Design Review Consultant	$500	$6,000	
Misc/Office/Education Expenses	$500	$6,000	
Insurance			
Property	$4,372	$52,464	
Umbrella	$205	$2,460	
D & O	$300	$3,600	
Medical	$200	$2,400	
Worker's Comp	$190	$2,280	
TDI	$12	$144	
Taxes & Government Assessments	$360	$4,320	
Professional Services/Legal/Other	$200	$2,400	
Audit and Tax Preparation	$100	$1,200	
Reserves	$2,083	$24,996	
Total Disbursements	**$23,172**	**$278,064**	

The maintenance and other costs related to the yard areas, decks, spas, pools and walls/fences are not included in the disbursements set forth about but shall be levied as additional limited common expense assessments to benefiting owners.

ESTIMATED MAINTENANCE CHARGES OR FEES FOR EACH APARTMENT:

The estimated monthly maintenance charge for each Type **AG-2** apartment is **$1211.62** per month.
The estimated monthly maintenance charge for each Type **AGMR-1** and Type **AGMR-2** apartment is **$1223.09** per month.
The estimated monthly maintenance charge for each Type **AGR-1** apartment is **$1211.62** per month.
The estimated monthly maintenance charge for each Type **AR-1** apartment is **$1065.51** per month.
The estimated monthly maintenance charge for each Type **BGR-2** apartment is **$1222.57** per month.
The estimated monthly maintenance charge for each Type **BGMR-2** apartment is **$1224.66** per month.
The estimated monthly maintenance charge for each Type **C-2**, Type **CM-1** and Type **CM-2** apartment is **$1257.01** per month.
The estimated monthly maintenance charge for each Type **CGM-3** and Type **CGMR-1** apartment is **$1430.77** per month.
The estimated monthly maintenance charge for each Type **D-1** and Type **DMR-2** apartment is **$1303.97** per month.
The estimated monthly maintenance charge for each Type **DG-1** apartment is **$1464.69** per month.

CONDOMINIUM PUBLIC REPORT ON
THE SUMMIT AT KAANAPALI – PHASE II

EXHIBIT I

SUMMARY OF SALES AGREEMENT

A specimen Sales Agreement (the "Sales Agreement"), has been submitted to the Real Estate Commission and is available in the Sales Office of the Seller. ALL BUYERS AND PROSPECTIVE BUYERS SHOULD CAREFULLY READ THE SALES AGREEMENT since this summary is NOT A COMPLETE DESCRIPTION of their provisions. The Sales Agreement, among other things, covers in more detail the following items:

1. Selection of Colors. Buyer understands and acknowledges that buyer will be offered the opportunity to select the colors of carpeting and tile within the Apartment. Buyer understands and acknowledges that if buyer is offered a choice of colors for certain items within the Apartment, buyer must make buyer's selection within three (3) weeks from the date buyer is offered such choice. Buyer understands and acknowledges that the Seller's cost to construct the Apartment will be significantly impacted for each selection that buyer fails to make in a timely manner. Accordingly, in the event that buyer fails to make buyer's selection within the specified time period, Seller will have the right to make said selections for buyer.

2. Possible Merger of Project with Additional Phases. That certain Declaration of Merger of Condominium Phases recorded or to be recorded in the Bureau of Conveyances of the State of Hawaii (hereinafter called the "Declaration of Merger"), among other things, gives Seller the right, in its sole and absolute discretion, to cause and effect an administrative merger or mergers of the Project with a condominium project or projects located or to be located on lands (or a portion or portions thereof) in the vicinity of the land of the Project, as part of the same incremental plan of development of the Project, such that the use of the respective common elements, the respective common expenses and the management of the respective affairs of the Project and the additional phases are shared, and the administration of the Project and the additional phases is unified under one association of apartment owners, but the ownership interests of the apartment owners in the Project and the additional phases are not altered or affected. The Declaration of Merger also gives the Seller the right, in its sole and absolute discretion, to cause and effect an ownership merger or mergers of the Project and the additional phases, as an alternative to an administrative merger or mergers of the Project and the additional phases, to provide for the common ownership of the Project and the additional phases by

all of the apartment owners of the Project and the additional phases. Upon an ownership merger, all of the apartments in the merged phases shall be treated as though they were all included in a single condominium project (the "Merged Project"), all common elements of the merged phases will become the common elements of the Merged Project, and the common interest appurtenant to the Apartment shall be altered from the percentage set forth in Article I of the Sales Agreement to a percentage as set forth in the "Certificate of Ownership Merger" recorded by the Seller, in accordance with the Declaration of Merger. Nothing herein will be deemed to require Seller to develop the additional phases or to merge the additional phases into the Project, or to prohibit Seller from dealing with any lands adjacent to the Project not merged with the Project, including without limitation, developing all or any part of such lands for purposes inconsistent with the merger of such lands into the Project.

3. Seller's Lender Has Priority. Seller has given to and/or may need to give to one or more lenders a mortgage or mortgages, security agreement or agreements, and other instruments securing repayment of loan(s) and covering the Project, including the Property to be sold to buyer. In the Sales Agreement, all these lenders will be called the "Lender". Seller has given or may give to the Lender a mortgage or mortgages, security agreement or agreements, and other instruments securing repayment. The mortgage or mortgages, security agreement or agreements, and other instruments will cover the Seller's ownership rights in the Project, including the Property to be sold to buyer. Buyer agrees that all of the rights and interests which Seller gives to the Lender will have priority over buyer's rights and interests under the Sales Agreement. This applies to any changes to the loan or loans or the mortgage or mortgages, security agreement or agreements, or other instruments (including, among other things, extensions, renewals and other changes). BUYER GIVES UP AND SUBORDINATES THE PRIORITY OF BUYER'S RIGHTS AND INTERESTS UNDER THE SALES AGREEMENT IN FAVOR OF THE RIGHTS AND INTERESTS OF SELLER'S LENDER UNTIL THE FINAL CLOSING OF THE PURCHASE OF THE PROPERTY AND DELIVERY OF A SIGNED APARTMENT DEED TO THE BUYER.

If Seller's Lender asks buyer to do so, buyer will sign other documents to confirm the promises and agreements mentioned hereinabove. If Seller's Lender takes the place of the Seller and wants the buyer to follow through with the Sales Agreement, buyer will keep all of buyer's promises and agreements contained in the Sales Agreement. Buyer agrees that under the Sales Agreement buyer has no rights or interests in the Property or the Project other than a contractual right enforceable only against the Seller and not against the Property or the Project.

4. Funds for Purchase. Seller may (but does not have to) cancel the Sales Agreement (a) if the buyer's mortgage loan application is rejected or not approved within 60 days after application, or (b) if the buyer plans to pay the purchase price in cash

but Seller is not satisfied for any reason with the buyer's ability to make the cash payments.

5. Seller's Warranty. Seller will not be providing any warranties related to the Apartment or the common elements of the Project. However, Seller will use reasonable efforts to arrange for the assignment of applicable warranties, if any, to buyer from the general contractor and subcontractors, relating to the workmanship of the initial construction of the Apartment and the common elements of the Project. All materials, including without limitation, all appliances, light fixtures, floor coverings and other such items within the Apartment and the common elements of the Project, shall be covered solely by the applicable warranties, if any, of the respective manufacturers thereof. The warranty periods of the various warranties described herein may vary, and buyer should notify directly the general contractor, the subcontractors or the manufacturers, as applicable, with respect to any warranty claims that buyer may have.

6. Common Area Landscaping. Buyer understands and agrees that (a) Seller's obligation to provide landscaping within the common elements of the Project will be deemed fully satisfied upon planting of the plant materials (which need not be in full coverage and maturity) and installation of the irrigation system pursuant to Seller's landscaping plans, as the same may be amended from time to time in Seller's sole discretion; (b) installation of the plant materials and irrigation system may be completed after the Closing Date; (c) full maturity of the plant materials will only be reached over an extended period of time and Seller is not responsible for providing landscaping maintenance to reach full coverage and maturity; and (d) the Association will be responsible for maintaining the landscaping after installation thereof, even if the landscaping has not reached full coverage or maturity.

7. The Condominium Map Is Not a Warranty. The Condominium Map for the Project is intended to show only the layout, location, apartment numbers and dimensions of the apartments in the Project. Buyer understands and acknowledges that items shown on the Condominium Map, including without limitation, the metes and bounds of the limited common elements, such as yard areas, may change due to field changes and other factors, and Seller reserves the right to amend the Condominium Map, the Declaration and the other Project documents from time to time to reflect such changes. BUYER AGREES THAT THE CONDOMINIUM MAP IS NOT INTENDED TO BE AND IS NOT A WARRANTY OR PROMISE OF ANY KIND BY SELLER.

8. Seller Makes No Promises About Rentals or Other Economic Benefits. BUYER AGREES THAT NO ONE (INCLUDING THE SELLER OR ANY SALESPERSON) HAS TALKED TO BUYER AT ALL ABOUT ANY RENTAL INCOME OR RENTAL OR SALES SERVICES FOR BUYER'S APARTMENT. IF BUYER WANTS TO RENT OR SELL THE APARTMENT, HOW BUYER DOES IT

WILL BE UP TO BUYER SUBJECT TO THE RESTRICTIONS CONTAINED HEREIN. BUYER ALSO AGREES THAT NO ONE HAS TALKED TO BUYER AT ALL ABOUT INCOME FROM THE APARTMENT OR ANY OTHER ECONOMIC BENEFIT TO BE DERIVED FROM THE PURCHASE OR OWNERSHIP OF THE APARTMENT OR ABOUT THE TAX EFFECTS OF BUYING THE APARTMENT.

9. Closing. Closing will take place on the "Closing Date" which is the date that the Apartment Deed conveying the Property to buyer is recorded in the Bureau of Conveyances of the State of Hawaii. The "Closing Date" will be set by Seller alone. It will not be less than ten (10) days after Seller signs the Sales Agreement and it will not be before Seller determines that the Apartment is complete enough to be occupied. Seller may put off the Scheduled Closing Date for up to thirty (30) extra days. Seller will give buyer at least ten (10) days' notice of the Closing Date.

10. Buyer's Obligation to Pay Closing Costs and Other Amounts. Buyer will pay for the following closing costs: all of the Escrow fee, all notary fees, all appraisal fees, all conveyance taxes, all recording costs, all charges for buyer's credit report, all costs of preparing any mortgages and promissory notes, and all title insurance costs. Buyer will also pay all costs of any mortgage that Buyer makes, including mortgage recording fees.

11. Default by Buyer. If buyer fails to make any payment when it is due or fails to keep any of buyer's other promises or agreements contained in the Sales Agreement, then Seller will have the right, at Seller's sole option and in addition to any other rights contained herein, to do any one or more of the following:

(a) Seller may cancel the Sales Agreement by giving buyer written notice of cancellation and Seller may keep all sums paid by buyer under the Sales Agreement as "liquidated damages" (i.e., the amount agreed to by buyer and Seller as properly payable in settlement for breach of contract), and not as a penalty. If Seller cancels the Sales Agreement, buyer agrees that it will be difficult and expensive to determine the amount of loss or damage Seller will suffer. This is because of, among other things, Seller's commitments relating to the financing and construction of the Project, the effect of default and cancellation of one sale on other apartment sales, and the nature of the real estate market in Hawaii. Buyer agrees that the sums paid by buyer under the Sales Agreement are a reasonable estimate of a fair payment to Seller for Seller's loss or damage resulting from buyer's default.

(b) Seller may file a lawsuit for damages.

(c) Seller may file a lawsuit for "specific performance" (in other words, a lawsuit to make buyer keep all of buyer's promises and agreements, including, without limitation, closing the purchase of the Property).

(d) Seller may take advantage of any other rights which the law allows or which Seller may have under the Sales Agreement.

Buyer also agrees to pay for all costs, including Seller's reasonable lawyers' fees (for both in-house and outside counsel) and the escrow cancellation fee, which are incurred because of buyer's default.

12. Default by Seller. If Seller fails to keep any of Seller's promises or agreements contained in the Sales Agreement, buyer, if not in default under the Sales Agreement, may file a lawsuit for specific performance to require Seller to go through with the Sales Agreement, or buyer may exercise any other remedy to which buyer is entitled at law or equity including canceling the Sales Agreement, if applicable. If buyer cancels the Sales Agreement because of Seller's default, Seller will repay to buyer all sums paid by buyer to Seller or Escrow under the Sales Agreement, without interest (unless buyer is entitled to the interest pursuant to Article V, Section B.1 of the Sales Agreement).

13. Conditions Affecting the Property and Project. The buyer understands, acknowledges, covenants and agrees to the following:

(a) Agricultural Effects. The Project is located near to lands and easements used for or in connection with the cultivation of pineapple and diversified agricultural operations, which may include, but are not limited to, open burning, trucking, plowing, hauling, fertilizing, grading, storing, herbicide and pesticide spraying, crop dusting, water diversion, irrigation, and all other activities incidental to the planting, cultivating, harvesting and processing of crops, including night time activities, and the grazing and raising of livestock, poultry and other animals, which may from time to time cause surface water runoff, noise, soot, smoke, dust, light, heat, vapors, odors, chemicals, vibrations, insect pests, and other substances and phenomena of every description (collectively, the "Agricultural Effects") to be discharged, emitted, dispersed or transmitted over and upon the Property or the Project which may bother or be a nuisance to the buyer and any person occupying or using the Property, and the buyer also acknowledges that the Hawaii Right to Farm Act (Chapter 165 of the Hawaii Revised Statutes) and Hawaii law limit the circumstances under which farming operations may be deemed to be a nuisance;

(b) Utility Effects. The Property is or may be located adjacent to or in the vicinity of electric, water and other utilities and public roads and thoroughfares, including, without limitation, such things as electrical substations, high-powered electrical transmission lines, water and sewer pump stations, water and sewer mains, water tanks, and reservoirs, which may result in nuisances, such as noise and dust, disturbances or hazards (collectively, the "Utility Effects") to persons and to property on or within the Property. In recent years, concerns have been raised about possible adverse health effects

of electric and magnetic fields from power lines. Seller is not insuring or guaranteeing the health of buyer or other occupants or users of the Property and disclaims liability for personal injury, illness or any other loss or damage caused by or arising from the Utility Effects including, without limitation, the presence or malfunction of any electrical distribution systems that may be located adjacent to, near, or over any part of the Property;

(c) Golf Course Effects. The Project is located adjacent to or in the vicinity of an existing golf course (the "Golf Course"). Operation of the Golf Course and its layout may be revised or modified at any time at the discretion of the owner or operator of the Golf Course. The location of the Property with respect to the Golf Course may result in nuisances, disturbances or hazards to persons and property on or within the Property as a result of golf course operations, including, without limitation, property damage and/or personal injury arising from the use of golf carts, golf balls and/or stray golf balls and from other golf course-related activities, and noise, traffic and other nuisances incidental to tournaments and maintenance and repair activities (collectively, the "Golf Course Effects");

(d) Development Effects. (i) The Project is or may be located adjacent to or in the vicinity of various construction activities, including, but not limited to, ongoing residential and related construction (collectively, the "Proposed Development"); (ii) construction of the Proposed Development will or may result in noise, dust, vibration and other nuisances, disturbances or hazards to buyer and to persons and property on or within the Property or the Project, and may limit buyer's access to the Project; (iii) when completed, traffic, lights, noise, dust, vibration and other nuisances, disturbances or hazards to persons and property on or within the Property or the Project may be generated from the Proposed Development; (iv) no representations or warranties are made by Seller, its employees or agents concerning plans, or the absence of plans, by Seller or others for future development of adjacent or nearby properties, and any plans for the future development of adjacent and nearby properties by Seller are subject to change in the sole and absolute discretion of the Seller or its successors and assigns; and (v) Seller makes no representations regarding the view from the Property or any view easements or rights, and the views from the Property are not guaranteed and may be altered, diminished, eliminated or blocked entirely by the future development of adjacent or surrounding properties (items (i) through (v) are hereinafter collectively called the "Development Effects"); and

(e) Waiver, Release and Indemnity. Buyer represents and warrants to Seller that buyer, in buyer's sole discretion, has determined that the benefits of owning and enjoying the Property outweigh the risks of the Agricultural Effects, the Utility Effects, the Golf Course Effects and the Development Effects (collectively, the "Property Conditions"). Buyer irrevocably agrees to suffer and permit all actions and consequences incidental to the Property Conditions. Buyer covenants and agrees to assume all risks of impairment of buyer's use and enjoyment of the Property or the Project, loss of market

value of the Property, and property damage or personal injury arising from the Property Conditions, and buyer, for the buyer and the buyer's tenants, lessees, family, servants, guests, invitees, licensees, agents, employees, and those who use the Property through the buyer for an extended period of time (collectively, the "Occupants"), waives any claims or rights of action or suits against Seller, its successors and assigns, arising from such impairment of the Occupants' use and enjoyment of the Property or the Project, loss of market value of the Property, and property damage or personal injury arising from one or more of the Property Conditions. Buyer shall indemnify, hold harmless and defend Seller, its successors and assigns, from any and all liability, claims, losses, damages, or expenses, including attorneys' fees, arising from such impairment of the Occupants' use and enjoyment of the Property or the Project, loss of market value of the Property, or property damage or personal injury to the property or person of the Occupants as a result of one or more of the Property Conditions. Buyer covenants that buyer will notify all Occupants and transferees of the Property of the risks of the Property Conditions.

14. Surrounding Use Effects. Buyer understands and acknowledges that the Property and any improvements constructed thereon may be affected periodically by various hazards and by noise, dust, smoke, earthshock, soot, ash, odor, noxious vapors, transmission of surface water runoff, or other adverse environmental conditions, including but not limited to those attributable to winddrift and other weather factors (hereinafter called the "Surrounding Use Effects") created by or attributable to historical, existing, and prospective surrounding construction, development, agricultural, pasture, golf course, commercial and other non-residential uses and activities, and specifically approves all of those uses and activities, which include, but are not limited to: (i) cane milling, burning, harvesting, tending, as well as fertilization and pest and weed control; (ii) diversified agriculture operations and activities; (iii) cattle and other livestock grazing, (iv) quarrying; (v) real estate development and other changes in use (due to zoning changes or other governmental authorization or otherwise), construction, grading, improvement and maintenance of adjacent and surrounding properties, including roadways: (vi) golf course operations and golf course construction and maintenance, pest management, weed and fungus control, operations and events; (vii) electrical transmission lines and facilities within or in the vicinity of the Property; and (viii) irrigation of any and all surrounding lands with reclaimed water, treated effluent, or other non potable water sources (hereinafter called, collectively, the "Surrounding Operations"). Buyer hereby covenants and agrees that Buyer and its successors and assigns assume any and all risks associated with such Surrounding Operations and the annoyances, inconveniences, Surrounding Use Effects and nuisances created thereby, and expressly waives all rights to any claim against Seller, Amfac Property Investment Corp., Pioneer Mill Company, Limited, Amfac Hawaii, LLC, Amfac Property Development Corp., Kaanapali Development Corp., Kaanapali North Beach Makai Corp., Northbrook Corporation, Amfac Land Company, Limited, and their respective parents, partners, members, stockholders, subsidiaries and affiliates, and any officer, director, member,

representative, employee and/or agent thereof, arising out of or in connection with such activities, annoyances, inconveniences and nuisances, including but not limited to (a) any right to seek damages attributable thereto, or (b) the abatement or elimination thereof; and Buyer hereby further covenants and agrees for itself and any person or entity claiming by or through it or their respective successors and assigns, that Seller, Pioneer Mill Company, Limited and/or Amfac Property Investment Corp., a Hawaii corporation, and/or Kaanapali Development Corp., a Hawaii corporation, shall not be responsible or liable to Buyer, or any person or entity claiming by or through it and their respective successors and assigns, for the consequences of the Surrounding Use Effects. Without limiting the foregoing, buyer further understands and acknowledges that the Hawaii Right to Farm Act (HRS Chapter 165) and Hawaii law limit the circumstances under which farming operations may be deemed to be a nuisance.

15. No Affiliation, Partnership or Joint Venture. Buyer understands and acknowledges that Seller is not affiliated with or a partner or joint venturer of Amfac Property Investment Corp., a Hawaii corporation, or Kaanapali Development Corp., a Hawaii corporation.

16. No Memberships. Nothing herein contained, nor any advertising or other documentation in connection with the Project shall be construed as obligating Seller or any other person to develop any land other than the Land, or to construct any improvements, including any recreational facilities, other than the improvements described in the Declaration; nor as granting to buyer any membership, privileges, or other interest in any entity, club, clubhouse, country club, golf course, tennis club or other facility (recreational or otherwise) other than the Association and the Kaanapali Golf Estates Community Association.

17. Model Units/Sales Information Center. Buyer understands and acknowledges that due to the discontinuation in the production of certain materials and for other reasons, some of the materials used in the model units, if any, for the Project and certain methods of construction used for the model units, if any, for the Project may differ from the materials and methods of construction used in the buildings in the Project, including the building in which the Apartment is located. Buyer further understands and acknowledges that the model units, if any, and advertising collateral materials such as brochures, displays, and renderings are for the purpose of assisting the buyer in visualizing the floor plan of the Apartment buyer is purchasing and may not be an exact replica of the apartments or the buildings being built within the Project. Buyer also understands and acknowledges that the advertising collateral materials, model units, if any, etc., contain numerous upgrades, options and decorator items not included with the Apartment being purchased by buyer or the building in which such Apartment is located. Without limiting the generality of the foregoing, the model units, if any, may contain such features as wallpaper, chandeliers, and other finishes or furniture that would not be

included in the Apartment buyer is purchasing. Buyer also understands and acknowledges that the model units, if any, and sales information center within or outside the Project, may be used for sales of apartments within this and other projects, and may continue for many years into the future. Buyer understands and acknowledges that sales activities may include signs, extensive sales displays, public events, activities and site visits.

18. Security. Buyer understands and agrees that neither Seller nor the Association shall be considered in any way an insurer or guarantor of security within the Project and buyer agrees not to hold the Seller or the Association liable for any loss or damage buyer or anyone else may suffer by reason of a failure to provide adequate security or from the ineffectiveness of any security measures undertaken at the Project. Buyer agrees to assume all risk of injury, loss or damage that may arise due to a failure to provide adequate security or from the ineffectiveness of any security measures undertaken at the Project. Buyer understands, acknowledges and agrees that neither Seller nor the Association has made any representations or warranties, either express or implied, about any security measures at the Project and buyer has not relied upon any such representations or warranties.

19. Mediation and Arbitration After Closing.

(a) Mediation. If closing of the purchase of the Property occurs and any dispute or claim arises out of the Sales Agreement or in any way is connected with the design, development, construction, sale, marketing, financing, warranties, or any other activity or matter relating to the Property, between buyer and Seller (a "Dispute"), and the parties to such Dispute are unable to resolve the Dispute through negotiation, buyer and Seller each agree first to attempt in good faith to settle such Dispute by non-binding mediation conducted in Honolulu, Hawaii. The mediation shall be conducted under the Commercial Mediation Rules of the American Arbitration Association ("AAA") except as may be inconsistent with this section; provided, however, that the parties may agree on the selection of a single mediator instead of having a mediator appointed by AAA, and the parties may agree to use a recognized mediation service other than AAA. The costs for the mediator shall be shared equally by the parties, and each party shall be responsible to pay all other fees and costs, including attorneys' fees, that it incurs in connection with the mediation. At Seller's option, the mediation shall include any of Seller's agents, architects, consultants, engineers, contractors, subcontractors, suppliers, representatives or other third parties (the "Other ADR Parties") as parties.

(b) Arbitration. If closing of the purchase of the Property occurs and the parties are unable to resolve the Dispute through mediation as provided in the preceding section within 30 calendar days after either party's written request to the other to commence the mediation process, then such Dispute shall be decided in Honolulu, Hawaii,

by neutral binding arbitration. The arbitration shall be conducted before a single arbitrator acting under the Commercial Arbitration Rules of the AAA, except as may be inconsistent with this section; provided, however, that the parties may agree on the selection of a single arbitrator instead of having an arbitrator appointed by AAA, and the parties may agree to use a recognized arbitration service other than AAA. Judgment upon an award rendered by the arbitrator may be entered in any court having jurisdiction thereof in accordance with Chapter 658 of the Hawaii Revised Statutes. The costs for such arbitrator shall be shared equally by the parties, and each party shall be responsible to pay all other fees and costs, including attorneys' fees, that it incurs in connection with the arbitration. No punitive damages shall be awarded in any Dispute involving buyer, Seller or any Other ADR Parties. At Seller's option, the arbitration shall include any of the Other ADR Parties as parties.

20. No Transfer of the Sales Agreement Without Seller's Written Consent. Buyer agrees that buyer may not transfer the Sales Agreement or any of buyer's rights or interests under the Sales Agreement without first getting Seller's written consent, which consent may be withheld by Seller in its sole and absolute discretion.

NOTE: ALL BUYERS SHOULD READ THE SALES AGREEMENT IN FULL AS THIS SUMMARY IS NOT ALL-INCLUSIVE AND DOES NOT CONTAIN A COMPLETE DESCRIPTION OF ALL PROVISIONS OF THE SALES AGREEMENT. THIS SUMMARY IS INTENDED ONLY TO GIVE A BRIEF DESCRIPTION OF SOME OF THE ITEMS CONTAINED IN THE SALES AGREEMENT, AND DOES NOT ALTER OR AMEND THE SALES AGREEMENT IN ANY MANNER.

CONDOMINIUM PUBLIC REPORT ON
THE SUMMIT AT KAANAPALI – PHASE II

EXHIBIT J

SUMMARY OF ESCROW AGREEMENT

Copies of the escrow agreement (the "Escrow Agreement") between the Seller and Title Guaranty Escrow Services, Inc. have been submitted to the Real Estate Commission and are available for inspection in the Sales Office of the Seller. The Escrow Agreement, among other things, covers in more detail the following items:

1. All funds received by Escrow under the Escrow Agreement will be deposited within a reasonable time of their receipt by Escrow and in reasonably convenient sums in a federally insured, interest-bearing account at a bank, savings and loan association or trust company authorized to do business in the State of Hawaii.

2. Disbursements from the buyer's escrow funds shall be made by Escrow in accordance with the Escrow Agreement.

NOTE: ALL BUYERS AND PROSPECTIVE BUYERS SHOULD READ THE ESCROW AGREEMENT AND ALL AMENDMENTS IN FULL AS THIS SUMMARY IS NOT ALL-INCLUSIVE AND DOES NOT CONTAIN A COMPLETE DESCRIPTION OF ALL PROVISIONS OF THE ESCROW AGREEMENT. THIS SUMMARY IS INTENDED ONLY TO GIVE A BRIEF DESCRIPTION OF SOME OF THE ITEMS CONTAINED IN THE ESCROW AGREEMENT, AND DOES NOT ALTER OR AMEND THE ESCROW AGREEMENT IN ANY MANNER.