

CONDOMINIUM PUBLIC REPORT

Prepared & Issued by:

Developer: Gamrex, Inc.
Address: 1188 Bishop Street, Suite 903, Honolulu, HI 96813

Project Name(*): THE FIELDS AT KONA VISTAS
Address: Lot 1-A of Kona Vista Subdivision, Unit 1-C, Kailua-Kona, HI 96740

Registration No. 5091 Effective date: August 8, 2003
Expiration date: September 8, 2004

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 FINAL: (white) The developer has legally created a condominium and has filed complete information with the Commission
[X] 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.

Disclosure Abstract: Separate Disclosure Abstract on this condominium project:

Required and attached to this report Not Required - disclosures covered in this report

Summary of Changes from Earlier Public Reports:

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

No prior reports have been issued by the developer.

Changes made are as follows:

SPECIAL ATTENTION

This is a CONDOMINIUM PROJECT, **not** a subdivision. The land area beneath and immediately appurtenant to each unit is designated a LIMITED COMMON ELEMENT and does **not** represent a legally subdivided lot. The dotted lines and metes and bounds descriptions on the Condominium Map bounding the designated number of square feet in each limited common element land area are for illustration purposes only and should not be construed to be the property lines of legally subdivided lots.

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

*Note: Developer has filed with the County Planning Department the Notice of Intention, proposed condo map and plot plan and public report.

In the event that the County objects to certain aspects of the project, which the Commission deems material, Developer shall file a Supplementary Public Report addressing such concerns.

Prospective purchasers are advised that as of the effective date of this report, no additional comments have been received from the Hawaii County Planning Department. If and when such additional comments are received which are contrary or in addition to the information contained herein, a copy shall be provided to each purchaser or prospective purchaser. If the information represents material facts not already disclosed in this public report, the Commission may require the Developer to prepare a Supplementary public report.

THE PROSPECTIVE PURCHASER IS CAUTIONED TO CAREFULLY REVIEW THE CONDOMINIUM DOCUMENTS FOR FURTHER INFORMATION WITH REGARDS TO THE FOREGOING.

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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: Gamrex, Inc. Phone: (808) 531-6861
Name* (Business)
1188 Bishop Street, Suite 903, Honolulu, HI 96813
Business Address

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):
Shigeko Endo - Chief Executive Officer/Director; Shoichi Kondo - President; Shigeru Nakagawa - Treasurer/Director; Masato Tochika - Executive Vice President; Gregg Kashiwa - Vice President; Robert D. Triantos - Vice President; Toshiharu Yoshida - Director; and Donna K.L. Young - Secretary/Director.

Real Estate Broker*: Gamrex, Inc. Phone: (808) 334-1220
Name (Business)
75-5751 Kuakini Highway, #209A
Business Address
Kailua-Kona, Hawaii 96740

Escrow: Title Guaranty Escrow Services, Inc. Phone: (808) 329-6666
Name (Business)
75-170 Hualalai Road, Suite C-210
Business Address
Kailua-Kona, Hawaii 96740

General Contractor*: Starbird Construction, Inc. Phone: (808) 329-1412
Name (Business)
74-4920A Palani Road
Business Address
Kailua-Kona, HI 96740

Condominium Managing Agent*: Project will be self-managed by the Phone: _____
Name (Business)
Association of Unit Owners
Business Address

Attorney for Developer: Robert D. Triantos Phone: (808) 329-6464
Name (Business)
Carlsmith Ball LLP, 75-1000 Henry Street
Business Address
Suite 209, Kailua-Kona, HI 96740

* For Entities: Name of corporation, partnership, Limited Liability Partnership (LLP), or 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
 Recorded - Bureau of Conveyances: Document No. 2003-082679
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 the condominium project is:

Proposed
 Recorded - Bureau of Conveyances Condo Map No. 3565
 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
 Recorded - Bureau of Conveyances: Document No. 2003-082680
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 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:

	<u>Minimum Set by Law</u>	<u>This Condominium</u>
Declaration (and Condo Map)	75%*	<u>75%</u>
Bylaws	65%	<u>65%</u>
House Rules	---	<u>Approval of Board of Directors</u>

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

2. **Developer:**

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

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

Developer shall have the right to conduct extensive sales activities on The Fields at Kona Vistas, including the use of model Units, sales and management offices, and extensive sales displays and activities until the earlier to occur of: (a) forty-eight (48) months from the date of the recording in the Bureau of Conveyances of the first Unit deed conveying a Unit or (b) the closing of the sale of the last unsold Unit in The Fields at Kona Vistas. In the event that the Developer is unable to sell all of the Units within the forty-eight (48) month period, Developer shall have the right to conduct sales activities on The Fields at Kona Vistas until the closing of the sale of the last unsold Unit in The Fields at Kona Vistas provided that such sales activities are conducted in a an unobtrusive manner which will not reasonably interfere with the use, possession and aesthetic enjoyment of The Fields at Kona Vistas by the other Unit Owners. In the event that Developer's mortgage lender or any successor to or assignee of the Developer's mortgage lender shall acquire any portion of The Fields at Kona Vistas in the course of any foreclosure or other legal proceeding or in the exercise of the mortgage remedies or by a deed in lieu of foreclosure,

such mortgage lender, its successors and assigns shall have the right to conduct such extensive sales activities on The Fields at Kona Vistas until at least eighty-seven and one-half percent (87.5 %) of all the Units constructed or to be constructed have been sold and their conveyance documents recorded, notwithstanding the foregoing.

Developer, its agents, employees, contractors, licensees, successors and assigns shall have an easement over, under and upon The Fields at Kona Vistas as may be reasonably necessary for the completion of Improvements to and correction of defects in The Fields at Kona Vistas. Such easement shall terminate twenty-four (24) months after the later of (i) the date of the recording in the Bureau of the first Unit deed conveying a Unit, or (ii) "date of completion" (as that term is defined in HRS § 507-43(F)) of the Improvement to be completed or corrected. Such period shall be extended for such additional period (not to exceed twenty-four (24) months) as may be reasonably necessary for the completion of such improvements in the exercise of due diligence or such additional period as may become necessary if such completion is delayed by reason of force majeure.

The Developer, its agents, employees, contractors, licensees, successors and assigns shall have an easement over, under and upon The Fields at Kona Vistas, or any portion thereof, to create and cause noise, dust and other nuisances created by and resulting from any work connected with or incidental to the development, construction and sale of any Unit or other Improvements.

The Developer acting alone may amend the Declaration to file the "as built" verified statement (with plans, if applicable) required by Section 514A-12, Hawaii Revised Statutes, so long as such statement is merely a verified statement of a registered architect or professional engineer certifying that the final plans theretofore filed fully and accurately depict the layout, location, Unit numbers and dimensions of the Units as built, or, so long as any plans filed therewith involve only immaterial changes to the layout, location, Unit numbers, or dimensions of the Units as built. At any time prior to the first recording in the Bureau of Conveyances of a conveyance or transfer (other than for security) of a Unit and its appurtenances to a party not a signatory to the Declaration, the Developer may amend the Declaration, the other Project Documents and/or the Condominium Map in any manner without approval or consent of any Unit purchaser. The foregoing shall not be deemed to limit or restrict the Developer's right as an Owner to amend this Declaration as provided in The Fields at Kona Vistas Documents.

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 purposes 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: Lot 1-A of the Kona Vista Subdivision, Tax Map Key: (3) 7-6-027:6
Unit 1-C, Kailua-Kona, Hawaii (TMK)

Address TMK is expected to change because County of Hawaii will assign street
addresses upon inspection of project buildings

Land Area: 105,607 square feet acre(s) Zoning: RS-15

Fee Owner: Gamrex, Inc.
 Name
1188 Bishop Street, Ste. 903, Honolulu, HI 96813
 Address

Lessor: N/A
 Name

 Address

C. Buildings and Other Improvements:

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

2. Number of Buildings: Two (2) Floors Per Building One (1)
 Exhibit A contains further explanations.

3. Principal Construction Material:

Concrete Hollow Tile Wood

Other Metal, glass

4. Permitted Uses by Zoning:

	<u>No. of Apts.</u>	<u>Use Permitted By Zoning</u>
<input checked="" type="checkbox"/> Residential	<u>2</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Commercial	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Mix Res/Comm	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Hotel	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Timeshare	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Ohana	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Industrial	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Agricultural	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Recreational	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Other	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No

Is/Are this/these use(s) specifically permitted by the project's Declaration or Bylaws?

Yes No

5. Special Use Restrictions:

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

- Pets: Restrictions as to type, size and number - see Bylaws, Art. V, § 2(p) for details.
 Number of Occupants: _____
 Other: Only uses allowed by Hawaii County Code and State Land Use laws
 There are no special use restrictions.

6. Interior (fill in appropriate numbers):

Elevators: 0 Stairways: 0 Trash Chutes: 0

<u>Apt. Type</u>	<u>Quantity</u>	<u>BR/Bath</u>	<u>Net Living Area (sf)*</u>	<u>Net Other Area (sf)</u>	<u>(Identify)</u>
<u>Unit 1</u>	<u>1</u>	<u>3/2</u>	<u>2,015</u>	<u>419/259/576</u>	<u>Lanai/ porch/ garage</u>
<u>Unit 2</u>	<u>1</u>	<u>3/3</u>	<u>2,094</u>	<u>520/100/528</u>	<u>Lanai/ porch/ garage</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Total Apartments: 2

***Net Living Area is the floor area of the apartment measured from the interior surface of the apartment perimeter walls. IN THE CASE OF THIS PROJECT, HOWEVER, NET LIVING AREA CALCULATIONS MAY INCLUDE PORTIONS OF PERIMETER WALLS BECAUSE THE PERIMETER WALLS ARE DEFINED AS PART OF THE UNITS. SEE SECTION B.2 OF THE DECLARATION.**

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:

Each Apartment shall be deemed to include the perimeter walls and any doors, windows, floors, roofs, concrete footings, garages or other improvements now existing or hereafter constructed on or within its appurtenant limited common elements.

Permitted Alterations to Apartments:

Except as provided in the Declaration and in the Bylaws, no Owner shall have the right, without the approval of the Board to alter his Unit or to change the exterior appearance of his Unit; provided, further that no work which requires a building permit shall be done without a building permit and no work shall be done which is in violation of any applicable code, regulation or ordinance; provided, further, that the exterior of each Unit shall present a neat, attractive, but not necessarily uniform appearance. The Board shall establish rules regarding permitted colors and finishes for roofs, siding and trim. Any work done in violation of this paragraph shall be removed and the Unit restored to its former condition at the request of the Board. The Board may establish uniform regulations as to the selection of roofs, siding and trim as shall be aesthetically suitable and appropriate to the design and function of The Fields at Kona Vistas. No exterior modification or change to a Unit shall be done in such a manner as to violate the Kona Vistas Association Covenants, Conditions and Restrictions, nor shall such modification or changes be done without the prior written approval of the Kona Vistas Architectural Review Committee.

Each Unit Owner shall have the right, at the sole cost and expense of such Owner, to install, modify, and remove partitions and mezzanines, to paint, paper, panel, plaster, tile, finish and do other such work on the interior surfaces of the ceilings, floors and walls of the Units, to substitute new finished surfaces for the finished surfaces then existing in said ceilings, floors and walls, and to finish, alter or substitute any plumbing, electrical or other such fixtures attached to said ceilings, floors or walls, all of which shall be subject to the approval of the Board as may be required by the Act; provided, however, that this section shall not be construed as permitting interference with or damage to the structural integrity of any building or interference with the use and enjoyment of the Common Elements by other Owners or violation of any building or fire codes, nor shall it be construed to limit the intent expressed in the preceding paragraph.

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 this apartments already designated. Developer must provide this information either in a published announcement or advertisement as required by section 514A-102, HRS; or include the information here in this public report and in the announcement (see attachment 11a). Developer has not elected to provide the information in a published announcement or advertisement.

7. Parking Stalls:

Total Parking Stalls: _____ 4 _____

	<u>Regular</u>		<u>Compact</u>		<u>Tandem</u>		<u>TOTAL</u>
	<u>covered</u>	<u>open</u>	<u>covered</u>	<u>open</u>	<u>covered</u>	<u>open</u>	
Assigned (for each unit)	<u>2</u>	_____	_____	_____	_____	_____	<u>2</u>
Guest	_____	_____	_____	_____	_____	_____	_____
Unassigned	_____	_____	_____	_____	_____	_____	_____
Extra for Purchase	_____	_____	_____	_____	_____	_____	_____
Other:	_____	_____	_____	_____	_____	_____	_____
Total Covered & Open	<u>4</u>	_____	<u>0</u>	_____	<u>0</u>	_____	<u>4</u>

Each residential 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 A contains additional information on parking stalls for this condominium project.

8. Recreational and Other Common Facilities:

There are no recreational or common facilities.

Swimming pool Storage Area Recreation Area

Laundry Area Tennis Court Trash Chute

Other: There are no recreational facilities located on the common elements or limited common elements of the project. However, the owners of the Units are entitled to use the recreation center and related facilities of the Kona Vista Subdivision in accordance with the governing documents of the Subdivision.

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

There are no violations. Violations will not be cured.

Violations and cost to cure are listed below. Violations will be cured by _____

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. No variances to zoning code have been granted.
 Variance(s) to zoning code was/were granted as follows:
- b. Conforming/Non-Conforming Uses, Structures, Lot

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

	<u>Conforming</u>	<u>Non-Conforming</u>	<u>Illegal</u>
Uses	<u>X</u>	_____	_____
Structures	<u>X</u>	_____	_____
Lot	<u>X</u>	_____	_____

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

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

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

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

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

- described in Exhibit B.
 as follows:

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

There are no limited common elements in this project.

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

described in Exhibit B .

as follows:

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:

described in Exhibit _____.

as follows:

Unit 1 - 50%

Unit 2 - 50%

The foregoing percentages were calculated to provide each apartment owner with a roughly equal percentage of common interest in the condominium project.

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 C describes the encumbrances against the title contained in the title report dated April 21, 2003 and issued by Title Guaranty of Hawaii, Inc.

Blanket Liens:

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

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

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

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

<u>Type of Lien</u>	<u>Effect on Buyer's Interest and Deposit if Developer Defaults or Lien is Foreclosed Prior to Conveyance</u>
---------------------	---

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:

Construction warranty from contractor Starbird Construction, Inc. for one year from January 21, 2003 to January 20, 2004.

Developer itself makes no express warranties. DEVELOPER DISCLAIMS ANY IMPLIED WARRANTY OF HABITABILITY, ANY IMPLIED WARRANTY OF MERCHANTABILITY, ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR USE, ANY IMPLIED WARRANTY OF WORKMANSHIP AND ANY OTHER EXPRESS OR ANY IMPLIED WARRANTIES WITH RESPECT TO THE APARTMENTS, THE COMMON ELEMENTS OR THE PROJECT.

Developer disclaims any and all responsibility or liability for any water infiltration, any malfunction, any construction or design defect, or any other problems which a buyer may encounter with respect to the apartments or the project.

2. Appliances:

Only those warranties provided by applicable appliance manufacturer.

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

UNIT 1 - completed April 22, 2003

UNIT 2 - completed April 22, 2003

H. **Project Phases:**

The developer [] has [X] 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):

None.

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:

<input type="checkbox"/> not affiliated with the Developer	<input type="checkbox"/> the Developer or the Developer's affiliate.
<input checked="" type="checkbox"/> self-managed by the Association of Apartment Owners	<input type="checkbox"/> other _____

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

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

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

Exhibit D 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 Electricity (___ Common Elements only ___ Common Elements & Apartments)
 Gas (___ Common Elements only ___ Common Elements & Apartments)
 Water Sewer Television Cable
 Other Landscape maintenance.

V. MISCELLANEOUS

A. Sales Documents Filed With the Real Estate Commission:

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

- Notice to Owner Occupants
- Specimen Sales Contract
Exhibit E contains a summary of the pertinent provisions of the sales contract.
- Escrow Agreement dated March 14, 2003
Exhibit F 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.

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 given an effective date by the Hawaii Real Estate Commission.
 - B) Declaration of Condominium Property Regime, as amended.
 - C) Bylaws of the Association of Apartment Owners, as amended.
 - D) House Rules, if any.
 - E) Condominium Map, as amended.
 - F) Escrow Agreement.
 - 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 Declaration of Protective Covenants, Conditions and Restrictions for Kona Vista Subdivision, Articles of Incorporation of Kona Vistas Association, Inc., Bylaws of Kona Vistas Association, Inc., Architectural Committee Requirements Pertaining to Design Standards for Improvements in Kona Vistas, Kona Vistas Association Board of Directors and Association meeting minutes

Copies of the condominium and sales documents and amendments made by the developer are available for review through the developer or through the developer's sales agent, if any. 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. 5091 filed with the Real Estate Commission on May 5, 2003.

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

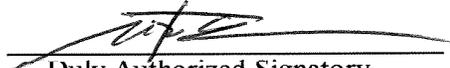
YELLOW paper stock WHITE paper stock PINK paper stock

C. **Additional Information Not Covered Above**

The developer's attorney, Robert D. Triantos, Esq., is an officer of the developer, Gamrex, Inc. Gamrex, Inc.'s corporate real estate license number is RB-15692, and Gamrex, Inc.'s principal broker, Dirk E. Van Deusen, whose real estate license number is RB-16600, is also the project broker.

- 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-1.6] (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.

GAMREX, INC.
Printed Name of Developer

By:  8/5/03
Duly Authorized Signatory Date

MASATO TOCHIKA, VICE PRESIDENT
Printed Name & Title of Person Signing Above

Distribution:

Department of Finance, County of Hawaii
Planning Department, County of Hawaii

****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.***

THE FIELDS AT KONA VISTAS

EXHIBIT "A"

DESCRIPTION OF BUILDINGS AND APARTMENTS

1. **Description of the Buildings:** The Fields at Kona Vistas is shown on the Condominium Map and consists of two (2) separate single family residential buildings with no basements. The Units are constructed principally of wood, metal, and glass. If the descriptions and divisions set forth in this Declaration conflict with the depictions and divisions shown on the Condominium Map, the latter shall control. The Condominium Map is intended only to show the layout, location, Unit numbers, dimensions and elevations of the Units and is not intended and shall not be deemed to contain or make any other representation or warranty.

2. **Description of the Units:** Each of the two (2) Units shown on the Condominium Map, together with the perimeter walls and any doors, windows, floors, roofs, concrete footings, garages or other improvements now existing or hereafter constructed on or within the appurtenant limited common elements are hereby designated as the Units of The Fields at Kona Vistas, and are shown on the Condominium Map and described as follows:

a. **Unit Numbers and Locations.** The Unit numbers and the location of Units are shown on the Condominium Map.

b. **Layout and Area.** The various Units and their respective areas are more particularly described as follows:

i) **Unit 1:** "Unit 1" consists of the following: (1) a living room, dining room, kitchen, three (3) bedrooms, two (2) bathrooms, closets and hallways, with a net living area of approximately 2,015 square feet, a garage having a net area of approximately 576 square feet, a covered lanai having a net area of approximately 419 square feet, and a porch entry area of approximately 259 square feet; and (2) any and all other future improvements which may be constructed on the limited common elements appurtenant to said Unit by the Owner thereof. Specifically, in addition to said dwelling structure, the Owner is permitted to build other improvements as allowed by applicable law, provided that said improvements comply with the provisions of the Declaration and all applicable building codes and zoning ordinances. The right to secure the building permit(s) for and construct said improvements vests solely with the Owner of the Unit, and the costs and expenses of any such future construction shall be borne solely by such Owner.

ii) **Unit 2:** "Unit 2" consists of the following: (1) a living room, dining room, kitchen, three (3) bedrooms, three (3) bathrooms, closets and hallways, with a net living area of approximately 2,094 square feet, a garage having a net area of approximately 528 square feet, a covered lanai having a net area of approximately 520 square feet, and a porch entry area of approximately 100 square feet; and (2) any and all other future improvements which may be

constructed on the limited common elements appurtenant to said Unit by the Owner thereof. Specifically, in addition to said dwelling structure, the Owner is permitted to build other improvements as allowed by applicable law, provided that said improvements comply with the provisions of the Declaration and all applicable building codes and zoning ordinances. The right to secure the building permit(s) for and construct said improvements vests solely with the Owner of the Unit, and the costs and expenses of any such future construction shall be borne solely by such Owner.

The foregoing approximate total square footage of the enclosed portions of the Units are computed from and to the interior surfaces of the Unit perimeter walls.

END OF EXHIBIT "A"

THE FIELDS AT KONA VISTAS

EXHIBIT "B"

COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

1. **Common Elements:** One freehold estate is hereby designated in all remaining portions of The Fields at Kona Vistas, herein called the "Common Elements", including specifically, but not limited to:

- a. The Land in fee simple.
- b. All grounds and landscaping, if any, whether within or appurtenant to The Fields at Kona Vistas.
- c. All rock walls, ducts, drainage pits, swales, sumps, electrical equipment, wiring, pipes and other appurtenant transmission facilities over, under and across The Fields at Kona Vistas which are outside of the Unit and which serve more than one Unit for services such as entry, power, light, water, gas, refuse, telephone and radio and television signal distribution.
- d. Any and all other apparatus and installations of common use and all other parts of the property necessary or convenient to its existence, maintenance and safety, or normally in common use.
- e. The flood zone area known as the "Drainage Easement", together with improvements within the Drainage Easement known as the "Debris Barrier" fencing, and a Rock Sump".
- f. Any area labeled common area on the Condominium Map.

2. **Limited Common Elements:** Certain parts of the Common Elements, herein called the "Limited Common Elements", are hereby designated, set aside and reserved for the exclusive use of certain Units, and such Units shall have appurtenant thereto exclusive easements for the use of such Limited Common Elements as set forth herein. The costs and expenses of every description pertaining to the Limited Common Elements, including but not limited to the costs of maintenance, repair, replacement, improvement or additions to the Limited Common Elements, shall be charged to the Owner of the Unit to which the Limited Common Element is appurtenant, and if there is more than one Unit to which the Limited Common Element is appurtenant, then in proportion to the Common Interest appurtenant to each of the respective Units except as otherwise provided in this Paragraph.

- a. Each Unit shall have its own mailbox and cesspool located adjacent to the Unit, which mailbox and cesspool shall be deemed to be limited common elements.

b. All Common Elements of The Fields at Kona Vistas which are rationally related to less than all of the Units shall be Limited Common Elements appurtenant to the Unit(s) to which they are so related.

*The Limited Common Elements **do not** represent County of Hawaii approved subdivided lots.*

END OF EXHIBIT "B"

THE FIELDS AT KONA VISTAS

EXHIBIT "C"

ENCUMBRANCES AGAINST THE TITLE

1. Reservation in favor of the State of Hawaii of all mineral and metallic mines.
2. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in the following:

INSTRUMENT : DEEDS
DATED : December 27, 1979
RECORDED : Liber 14374 Page 284

DATED : December 13, 1979
RECORDED : Liber 14381 Page 101

Said Deeds were amended by instrument dated September 13, 1989, recorded in Liber 23769 at Page 47.

3. CERTIFICATE OF CONDITIONS dated February 14, 1984, recorded in Liber 17675 at Page 712.
4. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in the following:

INSTRUMENT : DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS FOR KONA
VISTAS SUBDIVISION

DATED : January 27, 1993
RECORDED : Document No. 93-025267

Said Declaration was amended by Annexation instrument(s) dated September 19, 1994, recorded as Document No. 94-163253 and dated --- (acknowledged April 7, 1998), recorded as Document No. 98-049327.

Said Declaration was restated by instrument dated January 27, 1993 and February 25, 1999, recorded as Document No. 99-058465.

Said Declaration was further amended by instruments dated July 6, 2001, effective as of March 1, 2001, recorded as Document No. 2001-107109, and dated August 31, 2001, recorded as Document No. 2002-014822

SUPPLEMENTAL CERTIFICATION OF AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR KONA VISTAS SUBDIVISION, dated April 25, 2002, recorded as Document No. 2002-080805.

AFFIRMATION AND AMENDMENT OF THE DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR KONA VISTAS SUBDIVISION, dated March 12, 2003, recorded as Document No. 2003-048872.

5. CERTIFICATE OF CONDITIONS dated June 30, 1993, recorded as Document No. 93-107610.

6. GRANT

TO : HAWAII ELECTRIC LIGHT COMPANY, INC. and VERIZON HAWAII INC.

DATED : May 2, 2002

RECORDED : Document No. 2002-133663

GRANTING : a perpetual right and easement for utility purposes

7. DESIGNATION OF EASEMENT "D-2"

PURPOSE : drainage

SHOWN : on Survey Map prepared by Ray Kazuo Nakamura, Licensed Professional Land Surveyor with IMATA & ASSOCIATES, INC., dated January 30, 2003, being more particularly described in AFFIDAVIT recorded as Document No. 2003-2003-077103

8. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in the Declaration of Condominium Property Regime of The Fields at Kona Vistas dated March 10, 2003, recorded as Document No. 2003-082679.

9. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in the Bylaws of the Association of Unit Owners of The Fields at Kona Vistas dated March 10, 2003, recorded as Document No. 2003-082680.

10. Condominium Map No. 3565.

11. For information regarding real property taxes as may be due and owing, reference is made to the Director of Finance, County of Hawaii.

END OF EXHIBIT "C"

THE FIELDS AT KONA VISTAS

EXHIBIT "D"

ESTIMATE OF INITIAL MAINTENANCE FEES AND DISBURSEMENTS

The regular maintenance and repair of each unit and the limited common elements appurtenant to each unit are the sole responsibility of each respective unit owner. The common elements of the project which will require maintenance and repair by the condominium Association include: (1) Common Element 1 of the project which is a portion of the driveway of the project; (2) Common Element 2 which is a drainage area; and (3) utility facilities which serve more than one unit, if any. Common Element 1 and the utility facilities that serve more than one unit are not expected to require maintenance or repair on a regular basis. Common Element 2 will require periodic grounds-keeping estimated to be \$150 per unit per month until approximately May 2004, with a decrease in the monthly cost anticipated thereafter when ground cover is mature.

The payment for all utility services to each apartment is the sole responsibility of the apartment owner. Assessments for Kona Vistas Subdivision expenses will be made against each unit and are the sole responsibility of the unit owner. As a result, Developer anticipates that there will be no annual assessments for maintenance fees. Instead, assessments for maintenance and repair of the common elements will be made as needed, and assessments for utilities and Kona Vistas Association expenses will be made directly to the unit by the utility provider or the Kona Vistas Association for payment by the unit owner.

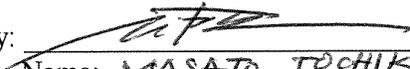
Section 514A-86, HRS, requires fire insurance to be purchased by the Association to cover the improvements of the Project. Pursuant to Paragraph K of the Declaration and Article VII of the Bylaws, the Association will purchase such insurance for the common elements once such common elements are constructed. Pursuant to the Declaration and the Bylaws, the Association will require the individual unit owners to obtain separate insurance policies for their respective units and the appurtenant limited common elements, the premiums for which will be the sole responsibility of and be paid by each respective unit owner.

There is no non-exempt Association property requiring the establishment of any replacement reserves pursuant to HRS § 514A-83.6 or Subchapter 6 of Chapter 16-107 of the Hawaii Administrative Rules.

Note: Developer discloses that no reserve study was done in accordance with Chapter 514A-83.6, HRS, and replacement reserve rules, Subchapter 8, Title 16, Chapter 107, Hawaii Administrative Rules, as amended.

Gamrex, Inc., Developer, hereby certifies that the above estimate of initial maintenance fees and disbursements is true and accurate to the best of its knowledge.

GAMREX, INC.

By: 
Name: MASATO TOCHIKA
Its: VICE PRESIDENT,
Date: August 5, 2003

END OF EXHIBIT "D"

THE FIELDS AT KONA VISTAS

EXHIBIT "E"

SUMMARY OF SALES CONTRACT

The sales contract that will be used will say, in addition to the price, description and location of the apartment, and other terms and conditions under which a buyer will agree to purchase an apartment in the Project, the following:

(a) What a buyer must do to qualify for a loan if the buyer wants a mortgage loan to cover part of the purchase price.

(b) That a buyer's money will be held in escrow, under the terms of the escrow agreement.

(c) That the buyer must close the purchase at a certain date and pay closing costs, in addition to the purchase price.

(d) That in the event buyer fails to perform buyer's obligations under the sales contract (seller not being in default), seller may (1) bring an action for damages for breach of contract, (2) retain the initial deposit and all additional deposits provided for herein as liquidated damages, and (3) buyer shall be responsible for any costs incurred in accordance with the sales contract.

(e) That in the event seller fails to perform seller's obligations under the sales contract (buyer not being in default), buyer may (1) bring an action for damages for breach of contract, (2) seek specific performance of the sales contract, and (3) seller shall be responsible for any costs incurred in accordance with the sales contract.

The sales contract will contain various other provisions which the buyer should become acquainted with.

It is incumbent on the buyer that he read the full text of the Sales Contract.

END OF EXHIBIT "E"

THE FIELDS AT KONA VISTAS

EXHIBIT "F"

SUMMARY OF CONDOMINIUM ESCROW AGREEMENT

A copy of the executed Condominium Escrow Agreement dated March 14, 2003, between Title Guaranty Escrow Services, Inc., as Escrow Agent, and Developer, has been filed with the Commission. The Escrow Agreement provides for the deposit of buyer's funds pursuant to the Sales Contract and also provides for the retention or disbursement of the funds. The Escrow Agreement provides, in part, that any interest earned on money on deposit may be retained by the Developer unless the Sales Contract directs otherwise. In the event that the Sales Contract and Chapter 514A, Hawaii Revised Statutes entitle a buyer to a refund of buyer's deposits held by the Escrow Agent, then Escrow Agent, upon instruction from Developer, will refund buyer's deposits, without interest earned and less certain cancellation fees and costs (e.g., escrow cancellation fees, loan processing fees, cost of credit reports, etc.) as provided in the Sales Contract and Chapter 514A, Hawaii Revised Statutes, as amended.

By law the total amount of such cancellation fees shall not exceed Two Hundred Fifty and No/100 Dollars (\$250.00). Under the Escrow Agreement no disbursement of funds can be made to the Developer until the Sales Contract becomes effective under the provisions of Chapter 514A, Hawaii Revised Statutes.

It is incumbent upon a prospective buyer to read the executed Escrow Agreement with care.

END OF EXHIBIT "F"

Harry Kim
Mayor



Christopher J. Yuen
Director

'03 JUL 28 P12:44

Roy R. Takemoto
Deputy Director

County of Hawaii

PLANNING DEPARTMENT

101 Pauahi Street, Suite 3 • Hilo, Hawaii 96720-3043
(808) 961-8288 • Fax (808) 961-8742

July 21, 2003

Robert D. Triantos, Esq.
Carlsmith Ball, LLP
P.O. Box 1720
Kailua-Kona, Hawaii 96745-1720

Dear Mr. Triantos:

Condominium Registration Information

Project: The Fields at Kona Vistas Condominium Project

Developer: Gamrex, Inc.

Tax Map Key: (3) 7-6-027:006

We are in receipt of your letter, dated July 7, 2003 and the accompanying documents in support of a determination that the project meets the requirements of §23A-20 (c) of Ordinance 02-111. Previously submitted documents include a Notice of Intention and Questionnaire, Condominium Public Report, and CPR Map for the project. The proposed condominium consists of two limited common elements of 17,217 square feet and 27,293 square feet. Two common elements consisting of 1,698 square feet and 59,399 square feet are respectively designated as a common access driveway and drainage easement.

The subject 105,607-square foot property was created by subdivision (SUB 7661) on February 20, 2003. The property is zoned Single-Family Residential (RS-15) by the County and is situated within the State Land Use Urban district.

The following is our response to your request for the issuance of a written statement, pursuant to the requirements of Hawaii Revised Statutes §514A-40(b)(1), regarding the referenced condominium project.

1. The existing buildings on the property were constructed in compliance with all zoning ordinances and codes applicable to said buildings. A statement of compliance with all building codes should be requested from the Department of Public Works – Building Division.

EXHIBIT G

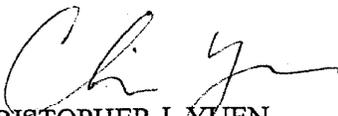
Robert D. Triantos, Esq.
Carlsmith Ball, LLP
Page 2
July 21, 2003

- a) BP #025833 was issued on June 19, 2002 to construct a 2,015-square foot 3-bedroom/2-bath dwelling with covered lanai, and a 2-car garage with laundry area. This permit was closed due to final inspection approved on April 22, 2003.
 - b) BP #025834 was issued on June 19, 2002 to construct a 2,092-square foot 3-bedroom/3-bath dwelling with a great room, covered lanai, and a garage with laundry area. This permit was closed due to final inspection approved on April 22, 2003.
2. No non-conforming uses or structures have been identified on the subject property.
 3. No variances were granted to achieve compliance with any zoning ordinances or codes.
 4. Regarding minimum lot size requirements. The Planning Department determines that the subject two-unit CPR project is in compliance with the Hawaii County Subdivision Code, pursuant to §23A-20(c), Ordinance 02-111 in that the subject lot:
 - a) Is situated in the County's RS zoned district;
 - b) Contains at least two completed legal dwelling units;
 - c) Has legal access on a state or county road having a minimum 20-foot wide pavement or on a private road built to current county-dedicable standards;
 - d) Serviced by a county or private water system with fire hydrants; and
 - e) Provided with a minimum of two off-street parking spaces for each unit.

All property buyers must comply with Chapter 25 of the Hawaii County Code.

Should you have questions, please feel welcome to contact Larry Brown or Daryn Arai at 961-8288.

Sincerely,


CHRISTOPHER J. YUEN
Planning Director

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Robert D. Triantos, Esq.
Carlsmith Ball, LLP
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July 21, 2003

xc: Planning Department – West Hawaii Office
Department of Water Supply – Water Resources & Planning Branch
Real Property Tax Office
GAMREX, Inc.