



REAL ESTATE COMMISSION
 STATE OF HAWAII
 DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS
 PROFESSIONAL AND VOCATIONAL LICENSING DIVISION
 P. O. Box 3469
 Honolulu, Hawaii 96801

CONDOMINIUM PUBLIC REPORT
 ON
 DYNASTY PROFESSIONAL BUILDING
 3135 Akahi Street
 Lihue, Kauai, Hawaii 96766

Registration No. 2535

Issued: November 29, 1991
 Expires: December 29, 1992

Report Purpose:

This report is based on information and documents submitted by the developer to the Real Estate Commission as of October 17, 19 91, and is issued by the Commission for informational purposes only. It represents neither approval nor disapproval of the project. Buyers are encouraged to read this report carefully.

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 when complete information is filed.
- FINAL:** (white) The developer has legally created a condominium and has filed complete information with the Commission.
 No prior reports have been issued
 Supersedes all prior public reports
 Must be read together with _____
- SUPPLEMENTARY:** (pink) Updates information contained in the
 Prelim. Public Report dated _____
 Final Public Report dated _____
 Supp. Public Report dated _____
- And Supersedes all prior public reports
 Must be read together with _____
 This report reactivates the _____
 public report(s) which expired on _____

Disclosure Abstract: Separate Disclosure Abstract on this condominium project:

Required 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 Commission.

Changes made are as follows:

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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 Hawaii's "Condominium Property Act" (Chapter 514A, Hawaii Revised Statutes) must be followed.

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 lessee (apartment owner/tenant) deliver their interest in the land to the lessor (fee property owner). The lease also usually requires that the lessee either (1) convey to the lessor the building(s) and other improvements, including any improvements paid for by the lessee; or (2) remove or dispose of the improvements. The 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 they 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 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 a vote of the owners. Some of these actions may significantly impact the quality of life for all 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 vitally important to all apartment owners that the transition from developer to owner control be accomplished in an orderly manner and in a spirit of cooperation.

SUMMARY OF THE CONDOMINIUM PROJECT

Interest to be Conveyed to Buyer:

- Fee simple interest in an apartment and an undivided feehold interest in the common elements.
- Leasehold interest in an apartment and an undivided leasehold interest in the common elements.
- Fee simple interest in an apartment and an undivided leasehold interest in the common elements.

Types of Project:

- 1. New Building(s) Conversion
 Both New Building(s) and Conversion
- 2. Residential Commercial Ohana
 Mixed Residential and Commercial Agricultural
 Other _____
- 3. High Rise (5 stories or more) Low Rise
- 4. Single or Multiple Buildings

5. Apartment Description

Apt. Type	Quantity	BR/Bath	Net Living Area (sf)*	Lanai/Patio (sf)
A	1	0/3	3076.5	0
B	1	0/2	1568.0	0

Total Apartments: 2

**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.

6. Parking:

	<u>Number of Stalls</u>
Assigned Stalls (Individual Units)	3
Guest Stalls	
Unassigned Stalls	17
Extra Stalls Available for Purchase	
Other: _____	
Total Parking Stalls	<u>20</u>

7. Recreational amenities: None

I. PEOPLE CONNECTED WITH THE PROJECT

Developer: WALTON D. Y. HONG Phone: (808) 245-4757
Name (Business)
3135A Akahi Street
Business Address
Lihue, Kauai, Hawaii 96766

Names of officers or general partners of developers who are corporations or partnerships:

N/A

Real Estate Broker: ROBERT GERMAN, Prosser Realty Phone: (808) 245-4711
Name (Business)
4379 Rice Street
Business Address
Lihue, Kauai, Hawaii 96766

Escrow: TITLE GUARANTY ESCROW SERVICES Phone: (808) 245-3381
Name (Business)
4414 Kukui Grove Street, Suite 104
Business Address
Lihue, Kauai, Hawaii 96766

General Contractor: DANIEL CONSTRUCTION, INC. Phone: (808) 245-9359
Name (Business)
3135 Akahi Street
Business Address
Lihue, Kauai, Hawaii 96766

Condominium Managing Agent: Self-managed by Association Phone: _____
Name (Business)
of Apartment Owners
Business Address

Attorney for Developer: PATRICK J. CHILDS Phone: (808) 245-2863
Name (Business)
4365 Kukui Grove Street, #104
Business Address
Lihue, Kauai, Hawaii 96766

**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.

- 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. 91-108530
Book _____ Page _____
 Filed - Land Court - Document No. _____

Amendment date(s) 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
 Recorded - Bureau of Conveyance Condo Map No. 1538
 Filed - Land Court Condo Map No. _____

Amendment date(s) 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 way in which meetings will be conducted, 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. 91-108531
Book _____ Page _____
 Filed - Land Court - Document No. _____

Amendment date(s) and recording/filing information:

The Condominium Statute (Chapter 514A, HRS), the Declaration, Bylaws, and House Rules control the rights and obligations of the apartment owners with respect to 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.

D. **House Rules.** The Board of Directors may adopt house rules to govern the use and operation of the common elements and individual apartments. House rules may cover matters such as parking regulations, hours of operation for common facilities such as recreation areas, use of lanais, keeping of pets, and occupancy limits. 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>N/A</u>

The percentages for individual condominium projects may be more than the minimum set by law.

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

For Subleaseholds:

[] Buyer's sublease may be cancelled if the master lease between the sublessor and fee owner is
[] Cancelled [] 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 cancelled or foreclosed.

B. Underlying Land:

Address: 3135 Akahi Street Tax Map Key: 4/3-6-06-76
Lihue, Kauai, Hawaii 96766 (TMK)

[] Address [] TMK is expected to change because _____

Land Area: 15,000 [X] square feet [] acre(s) Zoning: Commercial

Fee Owner: WALTON D. Y. HONG and DORA W. C. HONG
DAVID Y. TSUNEHIRO and BARBARA N. TSUNEHIRO
Name

3135 Akahi Street
Address

Lihue, Kauai, Hawaii 96766

Sublessor: _____
Name

Address

C Buildings and Other Improvements:

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

2. Buildings: 1 Floors Per Building 1

[] Exhibit _____ contains further explanations.

3. Principal Construction Material:

[X] Concrete [] Hollow Tile [] Wood

[] Other _____

4. Permitted Uses by Zoning:

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

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

Yes No

5. Special Use Restrictions:

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

Pets: _____

Number of Occupants: _____

Other: Commercial office only; no residential occupancy

There are no special use restrictions.

6. Interior (fill in appropriate numbers):

Elevators N/A Stairways 1 Trash Chutes N/A

<u>Apt. Type</u>	<u>Quantity</u>	<u>BR/Bath</u>	<u>Net Living Area (sf)*</u>	<u>Lanai/Patio (sf)</u>
<u>A</u>	<u>1</u>	<u>0/3</u>	<u>3076.5</u>	<u>0</u>
<u>B</u>	<u>1</u>	<u>0/2</u>	<u>1568.0</u>	<u>0</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

Total Apartments: 2

**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: Spaces within the perimeter walls, floors, and ceilings of each Apartment.

Permitted Alterations to Apartments: Each Apartment shall initially be sold as bare walls, with absolutely no interior improvements. It shall be the sole responsibility of the Purchaser to design and construct interior improvements at his sole expense and without any obligation on the part of the developer or the Association. All improvements shall conform to the building code in force at the time said improvements are installed as well as with the By-laws and Declaration. Exterior walls, excepting doors and glass, constitute the common elements. It is the responsibility of the owner to replace broken windows and faulty and/or broken doors or doorways. No exterior alterations or improvements to the Apartments are allowed.

7. Parking Stalls:

Total Parking Stalls: 20

	<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 individual units)	<u>3</u>						
Guest Unassigned	<u>17</u>						
Extra Available for Purchase							
Other:							
Total Covered & Open	<u>20</u>						

Each apartment will have the exclusive use of at least 1 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: _____

9. Present Condition of Improvements

(For conversions of residential apartments in existence for at least five years):

a. Condition and Expected Useful Life of Structural Components, Mechanical, and Electrical Installations

N/A

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

N/A

10. 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>	<u> </u>	<u> </u>
Structures	<u>X</u>	<u> </u>	<u> </u>
Lot	<u>X</u>	<u> </u>	<u> </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 restriction 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 intended to be used by all apartment owners. They are owned jointly by all apartment owners.

Exhibit A describes the common elements.

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 may use them are:

described in Exhibit A

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 often used to determine each apartment's share of the maintenance fees and other common profits and expenses of the condominium. It may also be used for other purposes, including voting on matters requiring action by apartment owners.

Exhibit _____ describes the common interests for each apartment.

As follows:

Apartment A	66.23%
Apartment B	33.77%
	<hr/>
	100%

Common interest is determined by dividing the net interior of each Apartment by the whole.

E. Encumbrances Against Title. An encumbrance is a claim against or a liability on the property.

Exhibit B describes the encumbrances against the title contained in the title report dated September 13, 1991 and issued by Title Guaranty of Hawaii, Inc.

Blanket Liens:

A blanket lien is a mortgage on a condominium project that secures a construction loan. It 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. Buyer's interest will be affected only if the developer defaults prior to conveying the apartment to buyer.

Type of Lien

Mortgage

Effect on Buyer's Interest
If Developer Defaults

Buyer will, in all likelihood, be unable to purchase a unit. Any money deposited shall be returned in its entirety.

F. 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 managing agent to assist the Association in managing the condominium project.

Initial Managing Agent: When the developer or the developer's affiliate is the initial 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 managing agent for this condominium is:

- not affiliated with the Developer.
- the Developer or the Developer's affiliate.
- self-managed by the Association of Apartment Owners.
- other _____

G. 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 to each apartment.

Exhibit C contains a schedule of maintenance fees and maintenance fee disbursements.

H. 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:

Not applicable

Electricity -(common areas only)

Television Cable

Gas

Water & Sewer

Other _____

I. 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: None

2. Appliances: None

IV. ADDITIONAL INFORMATION NOT COVERED ABOVE

The developer has disclosed that no sales of apartments are contemplated at this time.

Buyer's Right to Cancel Sales Contract:

A. Rights Under the Condominium Statute:

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, Supplementary Report to a Final Report: Sales made by the Developer are binding if:

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

1. There is a material change in the condominium which directly, substantially, and adversely affects (a) the use or value of the buyer's apartment or its limited common elements; or (b) the amenities available for buyer's use; and
2. 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.

B. Rights Under the Sales Contract:

Before signing the sales contract, prospective buyers should ask to see and carefully review all documents relating to the condominium. These include but are not limited to the:

1. Condominium Public Reports issued by the Hawaii Real Estate Commission.
2. Declaration of Condominium Property Regime and Condominium Map.
3. Bylaws of the Association of Apartment Owners.
4. House Rules.
5. Escrow Agreement.
6. Hawaii's Condominium Law (Chapter 514A, HRS, as amended; Hawaii Administrative Rules, Chapter 16-107 adopted by the Real Estate Commission).
7. Other _____

If these documents are not in final form, the buyer should ask to see the most recent draft.

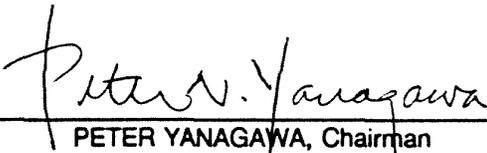
Copies of the condominium and sales documents and amendments made by the developer are available for review through the developer and are on file at the Department of Commerce and Consumer Affairs. Reprints of Hawaii's Condominium Law (Chapter 514A, HRS, and Hawaii Administrative Rules, Chapter 16-107) are available at the Department of Commerce and Consumer Affairs, 1010 Richards Street, P. O. Box 541, Honolulu, HI 96809.

This Public Report is a part of Registration No. 2535 filed with the Real Estate Commission on October 17, 1991.

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

yellow paper stock white paper stock pink paper stock

Expiration Date of Reports. Preliminary Public Reports and Final Public Reports automatically expire thirteen (13) months from the date of issuance unless a Supplementary Public Report is issued or unless the Commission issues an order extending the effective period for the report.



PETER YANAGAWA, Chairman
REAL ESTATE COMMISSION
STATE OF HAWAII

Distribution:

Bureau of Conveyances
Department of Finance, County of Kauai
Planning Department, County of Kauai
Federal Housing Administration

EXHIBIT A

I. COMMON ELEMENTS

The common elements of the Project consist only of the following:

- (i) All of the Land, in fee simple, subject to limited common elements.
- (ii) The limited common elements described below.
- (iii) All walkways, yards, grounds, landscaping, landscape lighting and like facilities.
- (iv) All roadways, driveways, ramps, loading areas, parking areas, parking area entryways and exitways and parking stalls as designated on the Condominium File Plan, none of which stalls shall be assigned to any Apartment.
- (v) All central and appurtenant installations for services such as power, lights, telephone, gas, hot and cold water lines, television lines, sewage disposal and other utilities, and other apparatus and installations existing for common use.
- (vi) Any and all other apparatus and installations for common use and all other parts of the property necessary or convenient to its existence, maintenance and safety, and normally in common use and which are not part of any Apartment.

II. LIMITED COMMON ELEMENTS

- (i) That interior portion of the project which is designated on the Condominium Map as "Unit A Garage", being 405 square feet in area, is reserved for the exclusive use and is appurtenant to Apartment A for parking and storage.
- (ii) That interior portion of the project which is designated on the Condominium Map as "Unit B Garage", being 200 square feet in area, is reserved for the exclusive use and is appurtenant to Apartment B for parking and storage.

EXHIBIT "B"

ENCUMBRANCES AGAINST TITLE

1. Real Property Taxes for the Fiscal Year July 1, 1991 - June 30, 1992. (see tax statement attached)

Tax Key: 3-6-006-076 (4) Area assessed: 15,000 sq. ft.

As the credits in the Office of the Tax Assessor have not been posted to date, it is possible that the first installment has been paid. If so, a receipt for the same should be produced.

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

3. Excepting and reserving therefrom unto The Lihue Plantation Company, Limited, a Hawaii corporation, its successors and assigns, the right in the nature of a perpetual easement, on, over and across that portion of the said Lot comprising a strip at the rear thereof five feet in depth throughout, to construct, operate, repair, maintain, replace and use water, gas and sewer pipes and telephone and electric power lines, poles and guys; as reserved in DEED dated February 12, 1936, recorded in Liber 1326 at Page 22.

4. Covenant set forth in DEED dated February 12, 1936, recorded in Liber 1326 at Page 22, to-wit:

That the said Grantee, his heirs and assigns, shall not at any time hereafter erect or permit any building or any part thereof within fifteen feet of the line which is the common boundary between the said lot and the roadway adjacent thereto.

5. An exclusive easement for parking area purposes over a strip of land 138 feet in length extending from the rear boundary of Lot 10 to a line set back 12 feet from the street boundary of Lot 10 and extending in width from the common boundary of Lots 9 and 10 to a line set back 5 feet from the existing house on Lot 10 as shown cross-hatched on the plan attached thereto; as set forth in instrument dated March 9, 1976, recorded in nLiber 11317 at Page 217.

6. RIGHT-OF-ENTRY

TO : CITIZENS UTILITIES COMPANY
DATED : April 5, 1976
RECORDED : Liber 11362 Page 58
GRANTING : a right-of-entry and temporary easement for
construction and maintenance of power and
communication lines

7. MORTGAGE AND FINANCING STATEMENT

MORTGAGOR : WALTON D. Y. HONG and DORA W. C. HONG, husband
and wife, and DAVID Y. TSUNEHIRO and BARBARA
N. TSUNEHIRO, husband and wife
MORTGAGEE : SAFETY LOAN COMPANY, LTD., a Hawaii corporation
DATED : November 21, 1989
RECORDED : Document No. 90-020950
AMOUNT : \$600,000.00

8. The restrictions on use and other restrictions and all
other of the covenants, agreements, obligations,
conditions, reservations, easements and other provisions
set forth in Declaration of Condominium Property Regime
dated June 10, 1991, recorded in the Bureau of Conveyances
of the State of Hawaii as Document No. 91-108530, as the
same may hereafter be amended in accordance with law or
with said Declaration. (Project covered by Condominium Map
No. 1538.)

9. By-Laws of the Association of Apartment Owners of the
Condominium Project known as "DYNASTY PROFESSIONAL
BUILDING" dated June 10, 1991, recorded in the Bureau of
Conveyances of the State of Hawaii as Document No.
91-108531, as the same may hereafter be amended.

EXHIBIT C

ESTIMATE OF INITIAL MAINTENANCE FEES
AND
ESTIMATE OF MAINTENANCE FEE DISBURSEMENTS

Estimate of Initial Maintenance Fees:

<u>Apartment</u>	<u>Monthly Fee</u> x 12 months =	<u>Yearly Total</u>
A	\$ 887.48	\$10,649.76
B	<u>\$ 452.52</u>	<u>\$ 5,430.24</u>
TOTAL	\$1,340.00	\$16,080.00

The Real Estate Commission has not reviewed the estimates of maintenance fee assessments and disbursements for their accuracy or sufficiency.

Estimate of Maintenance Fee Disbursements:

Monthly x 12 months = Yearly Total

Utilities and Services

Air Conditioning	\$ 0.00	\$ 0.00
Electricity		
<input checked="" type="checkbox"/> common elements only	\$ 10.00	\$ 120.00
<input type="checkbox"/> common elements and apartments		
Gas	\$ 0.00	\$ 0.00
Refuse Collection	\$ 85.00	\$1,020.00
Telephone	\$ 0.00	\$ 0.00
Water and Sewer	\$ 75.00	\$ 900.00

Maintenance, Repairs and Supplies

Building	\$110.00	\$1,300.00
Grounds	\$125.00	\$1,500.00

Management

Management Fee	\$ 0.00	\$ 0.00
Payroll and Payroll Taxes	\$ 0.00	\$ 0.00
Office Expenses	\$ 0.00	\$ 0.00

Insurance \$205.00 \$2,460.00

Reserves \$100.00 \$1,200.00

Taxes and Government Assessments \$620.00 \$7,440.00

Audit Fees \$ 10.00 \$ 120.00

Other \$ 0.00 \$ 0.00

TOTAL \$1,340.00 \$16,080.00

I/We, WALTON D. Y. HONG, as
managing agents for the condominium project, hereby certify that the above estimates of initial
maintenance fee assessments and maintenance fee disbursements were prepared in accordance
with generally accepted accounting principles.

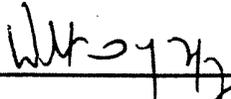

Date: October 11, 1991

EXHIBIT D

SUMMARY OF SALES CONTRACT

A Sales Contract sets forth the terms and price of the purchase of a Condominium Apartment. Among other things the Sales Contract for this project states:

1. The purchase price.
2. That the Seller shall convey a marketable fee simple interest in the property. The property is sold "as is".
3. That the Buyer has access to the Declaration of Condominium Property Regime and the Bylaws.
4. That the purchase is for full cash value, with no Seller financing.
5. That the cash shall be placed in escrow, at no interest. The Buyer shall be responsible for one-half of all escrow fees.
6. That Seller reserves the right to make changes to the property.
7. That time is of the essence.

EXHIBIT E

SUMMARY OF ESCROW AGREEMENT:

An Escrow Agreement allows the Condominium Buyers' money to be held by a neutral party, the Escrow Agent, until the Seller can deliver good and marketable title to the Condominium. The Escrow Agreement for this project provides for, among other things.

1. That Title Guaranty Escrow Services, Inc. is the Escrow Agent.
2. That upon execution of a Sales Contract, the Developer shall deliver all money received over to the Escrow Agent.
3. That no money shall be released from escrow until the Real Estate Commission shall issue a final report.
4. That the Buyer shall receive all public documents relating to the project.
5. That a Buyer's money shall be returned to him if he exercises certain rights he may have to cancel his Sales Contract as provided by law, if that is his wish, or if the Seller is unable to provide title to the Condominium.
6. That upon the Seller providing good title to the Condominium, the Buyer's money shall be turned over to the Seller.
7. That the Escrow Agent will record with the State of Hawaii all documents requiring such.
8. That if the Buyer is unable to perform and has money on deposit in escrow, these monies will be turned over to the Seller.
9. That if escrow is cancelled for any reason there may be a cancellation fee of not less than \$25.00 payable by the Buyer.