

REAL ESTATE COMMISSION

PROFESSIONAL & VOCATIONAL LICENSING DIVISION
DEPARTMENT OF REGULATORY AGENCIES

STATE OF HAWAII
1010 RICHARDS STREET
P. O. BOX 3469
HONOLULU, HAWAII 96801

FINAL HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT

CARLTON PLACE, INCREMENT ONE
1534 + 1540 Magazine Street
Honolulu, Hawaii
#1423 (Conversion)

IMPORTANT — Read This Report Before Buying

This Report Is Not an Approval or Disapproval of This Condominium Project

It reflects information obtained by the Real Estate Commission in its investigation of the project. This report, based on a principle of disclosure, is issued by the Commission for the purpose of preventing fraud, misrepresentation or deceit.

The developer shall not enter into a binding contract or agreement for the sale of any unit in a Condominium Project until

- (1) A copy of this Report has been given to the prospective purchaser,
- (2) The latter has been given an opportunity to read same, and,
- (3) His receipt taken therefor.

Issued: June 12, 1981

Expires: July 12, 1982

SPECIAL ATTENTION

A comprehensive reading of this report is urged in order that personal requirements and expectations to be derived from the property can be ascertained. The attention of the purchaser or prospective purchaser is particularly directed to the following:

THIS REPORT REFLECTS INFORMATION DISCLOSED IN THE REQUIRED NOTICE OF INTENTION SUBMITTED MAY 8, 1981 AND INFORMATION SUBSEQUENTLY FILED AS OF JUNE 9, 1981. THE DEVELOPER, BY NOTIFYING THE COMMISSION OF ITS INTENTION TO SELL, IS COMPLYING WITH THE REQUIREMENTS OF THE HORIZONTAL PROPERTY ACT SET FORTH IN CHAPTER 514A, HAWAII REVISED STATUTES, AS AMENDED.

1. CARLTON PLACE, INCREMENT ONE is a fee simple condominium project consisting of twenty (20) apartments contained in two 2-story buildings constructed in 1955 and sixteen (16) parking stalls. The Developer has reserved the right to enlarge the project at a later date.

2. This Final Public Report is made a part of the registration on the CARLTON PLACE, INCREMENT ONE condominium project. The Developer is responsible for placing this Final Public Report and Disclosure Abstract in the hands of all purchasers and prospective purchasers and for securing a signed copy of the Receipt therefor.

3. The Developer of the project has submitted to the Commission for examination all documents deemed necessary for the registration of this condominium project and the issuance of this Final Public Report.

4. No advertising matter has been filed pursuant to the rules and regulations of the Commission.

5. The basic documents (Declaration of Horizontal Property Regime, with Bylaws of the Association of Apartment Owners attached, and a copy of the approved Floor Plans) have been executed and filed in the office of the recording officer. The Declaration and Bylaws were recorded at the Bureau of Conveyances on May 8, 1981 at Book 15534, Page 582, and the Floor Plans were designated Condominium File Plan 806. An amendment to said Declaration was recorded on May 22, 1981 at Book 15565, Page 245.

6. The purchaser or prospective purchaser is advised to acquaint himself with the provisions of Chapter 514A, Hawaii Revised Statutes, as amended and the Condominium Rules and Regulations that relate to Horizontal Property Regimes.

7. This Final Public Report automatically expires thirteen months after the date of issuance, June 12, 1981, unless a Supplementary Report is issued or the Commission, upon review of the registration, issues an order extending the period of this report.

NAME OF PROJECT: CARLTON PLACE, INCREMENT ONE

LOCATION: The approximately 23,462 square feet of land to be submitted to the Regime consists of a parcel situated at 1534 + 1540 Magazine Street, Honolulu, Hawaii.

TAX MAP KEY: 2-4-15-39

ZONING: A-3 (Apartment)

DEVELOPER: WINDSOR REGENCY PARTNERS, is a Hawaii registered limited partnership, whose principal place of business and post office address is 838 South Beretania Street, Suite 300, Honolulu, Hawaii, and whose telephone number is 521-1077. The general partner is Windsor Corp. of the above address.

ATTORNEY REPRESENTING DEVELOPER: George M. Sheets, 838 South Beretania Street #300, Honolulu, Hawaii 96813; Telephone: 537-1734.

DESCRIPTION: The Declaration, as amended, indicates the project will consist of the following

1. **The Land.** The land in fee simple.

2. **The Buildings.** There are two existing 2-story buildings, containing twenty (20) residential apartment units. The makai building (1534 Magazine Street) is Building A and the mauka building (1540 Magazine Street) is Building B. There are ten apartments in each building, three on the ground floor and seven on the second floor. Building A and Building B are similar in size and shape. The principal materials used in the

construction of the building are reinforced concrete, steel, wood, aluminum, concrete blocks, glass and allied building materials.

3. Apartments. There are twenty (20) separately designated freehold estates consisting of the residential spaces as more particularly described below and in Exhibit A attached. Said spaces are defined and referred to herein as "apartments". The apartments shall not be deemed to include the perimeter walls or the interior load-bearing walls or the floors and ceilings surrounding the apartments (except in each such case for the interior decorated or finished surfaces of such perimeter walls, load-bearing walls, floors and ceilings), or any pipes, wires, conduits, or other utility or service lines running through such apartment which are utilized for or serve more than one apartment, the same being deemed common elements as hereinafter provided. Each apartment shall be deemed to include (i) all walls and partitions which are not load-bearing within its perimeter walls, (ii) the interior decorated or finished surfaces of all perimeter and load-bearing walls, floors, ceilings, and stationary glass windows and the frames thereof, (iii) all other window frames and glass, (iv) all entrance doors (except the exterior finished surfaces thereof), and (v) all fixtures contained or installed in each apartment. Gross areas given below may encompass certain common elements such as part of load-bearing walls and utility lines.

The apartment number, description, location, approximate net floor area and other pertinent data relative to the respective apartments are as follows:

Building A faces makai, Building B faces mauka. Building A apartments are numbered A-1 through A-10. Building B apartments are numbered B-1 through B-10. The buildings contain four types of apartments, to wit:

Type A Apartments will be typical in basic design, in that they will have two bedrooms, one bathroom, a living/dining area, and a kitchen, with a total floor area of 676 sq. ft. There will be one (1) Type A unit on each of the ground and second floors. (A-1, A-4, B-2 and B-5).

Type B Apartments are a mirror image of type A apartments with the same design layout. There will be one (1) type B apartment on each of the ground and second floors. (A-2, A-5, B-1 and B-4).

Type C Apartments will be typical in basic design in that they will have one bedroom, one bathroom, a living/dining area and a kitchen with total floor area of 468 s.f. There will be one (1) Type C on the ground floor and three (3) on the second floor. (A-3, A-6, A-8, A-10, B-7, B-9).

Type D Apartments will be a mirror image of the Type C apartment. There will be two type C apartments on the second floor. (A-7, A-9, B-3, B-6, B-8, B-10).

The Developer contemplates that more units may be added to the project as a "Second Increment" at a later date (See topical heading entitled "INCREMENTAL DEVELOPMENT".)

COMMON ELEMENTS. There shall be a freehold estate consisting of the remaining portions and appurtenances of the Project referred to as "common elements". The common elements shall include, but are not limited to, the following:

(A) The Land in fee simple;

(B) All foundations, columns, girders, beams, supports, perimeter walls and load-bearing walls, floors and ceilings (except for the inner decorated or finished surfaces of the perimeter walls, load-bearing walls and floors and ceilings within each apartment and except as expressly provided otherwise), roofs, stairs, stairways, fire escapes, walkways, ducts, entrances and exits of the building;

(C) All areas and/or facilities within the building or Project which must serve more than one apartment, such as trash facilities, mailboxes and all other common facilities;

(D) All driveways, roads and other common ways, planters, landscaping, fences, retaining walls, and refuse collection areas.

(E) All central and appurtenant installations serving more than one apartment for power, light, gas, water, ventilation, refuse, telephone, radio and television signal distribution and all pipes, wires, conduits, ducts, vents and other service utility lines which serve more than one apartment;

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

(G) All other parts of the Project, which are not included in the definition of an apartment.

LIMITED COMMON ELEMENTS: Certain of the common elements are designated as "limited common elements" and are set aside and reserved for the use of certain apartments, which apartments shall have appurtenant thereto an exclusive easement for the use of such limited common elements. The limited common elements so set aside and so reserved are as follows:

(A) **Parking stalls.** Some apartments will have as an appurtenance one parking stall for the exclusive use of such apartment. The apartments and the respective parking stalls appurtenant thereto are set forth in the Exhibit A attached hereto and made a part hereof. Any parking stall may be transferred from apartment to apartment in the Project by written instrument, effective only upon the filing thereof in said Registrar's office setting forth such transfer executed by the transferor and by the transferee of the parking stall, and consented to by the mortgagee, if any; provided, however, that the Developer reserves the right to amend the Declaration for the limited purpose of effecting such transfer of such parking stalls appurtenant to apartments without the consent or joinder of persons then owning or leasing apartments, except the transferor and transferee of such parking stalls, by filing and recording as aforesaid an amendment to the Declaration.

(B) **Mail boxes.** The mailbox assigned to an apartment shall be limited to the use of such apartment;

(C) **Other.** All other common elements of the Project which are rationally related to less than all of the apartments shall be limited to the use of such apartments.

INTEREST TO BE CONVEYED TO PURCHASER: The interest to be conveyed to a purchaser will be a fee simple title to an apartment together with an undivided interest in all common elements of the project. Each apartment shall have appurtenant thereto an undivided interest in all common elements of the

project in the proportion set forth below and in Exhibit A, and the same proportionate share in all common profits and expenses of the project and for all other purposes, including voting.

The voting rights and participation in the business of the Association is to be distributed among the twenty (20) owners are as follows:

Two bedroom apartments shall have a 6% voting right. One bedroom apartments shall have a 4% voting right. Holders of parking stalls shall have an additional .25 of 1% voting right. For example, an owner of a two-bedroom apartment with an assigned parking stall will have a 6-1/4% voting right. **The developer has reserved the right to adjust downward the percentage of common interest granted to purchasers in the initial increment to allow an equitable share of liability and voting power to purchasers in the subsequent increment if it is built.**

INCREMENTAL DEVELOPMENT: The amended Declaration filed by the Developer indicates the developer is considering the development of the property in separate increments. **The Developer does not represent that any increment after the initial increment will be developed.** The present plan of incremental development is as follows:

a) **Initial Increment.** The initial increment consists of two (2) existing buildings numbered A and B as shown on the Condominium Map and as described hereinbelow. A total of twenty (20) apartments are included within the two (2) apartment buildings.

b) **Subsequent Increment.** A subsequent increment, if constructed, is presently planned to add one (1) apartment building containing approximately four (4) apartments, or the legal limit then permitted, whether more or less in number. The right to amend the Declaration prior to building said increment has been specifically reserved by the Developer.

The amended Declaration further states that the Developer, its successors and assigns, shall have the reserved right to and until July 31, 1991, to build, delete, relocate, realign, reserve, grant and exercise those certain easement rights and rights of way over, under, and on the common elements, necessary or desirable, including but not limited to, easements and/or rights of way for utilities, cesspools, sanitary and storm sewers, cable television, refuse disposal, driveways, parking spaces, and areas and roadways, provided that such easements and/or rights of way shall not be located within either existing structure in which apartments have been sold on said property and shall not be exercised so as to unreasonably disturb, impair, or interfere with the normal use and enjoyment of the property by the apartment owners. Each and every party, or their successors, acquiring an interest in the property, by purchase of an apartment in CARLTON PLACE, INCREMENT ONE, consents to such exercising, granting and/or realignment of rights, easements, and/or rights of way and to the recordation of any and all documents necessary to effect the same in the bureau of conveyances of the State of Hawaii, including any amendment or amendments to the Declaration; agrees to execute such documents and instruments and do such other things as may be necessary or convenient to effect the same; and appoints the Developer and its assigns his attorney-in-fact with full power of substitution to execute such documents and instruments to do such things on his behalf, which grant of such power, being coupled with an interest, is irrevocable for the term of said reserved rights, and shall not be affected by the disability of such party or parties.

PURPOSE AND USE OF THE APARTMENTS: The purpose for which the apartments are intended and restricted as to use is residential as set forth in the Declaration. The Declaration recites that the apartments shall be occupied and used only as dwellings by the respective owners thereof, their tenants, families, domestic servants and social guests, and for no other purpose. The owners of the respective apartments shall have the right to lease or rent such apartments for profit to such persons and for such periods as such owners may determine so long as such leasing or renting is for use of such apartment as a place to reside and not as a place to conduct business or trade; provided, however that all such leasing or renting shall be subject to provisions of the Declaration and Bylaws of the Association of Apartment Owners.

The House Rules contain certain prohibitions regarding apartment use (no waterbeds), common areas, parking, rentals, refuse, and pets (no more than two pets, excluding fishes, per apartment.

OWNERSHIP: A Title Insurance Policy, issued April 15, 1981, by Chicago Title Insurance Co. states that title to the land submitted to the project is vested in Windsor Regency Partners, the Developer.

ENCUMBRANCES AGAINST TITLE: The aforementioned Title Insurance Policy Report identifies the following encumbrances on the land:

- 1) Real property taxes as may be due and owing. For further information, check with the Tax Assessor, First Division.
- 2) Reservation in favor of the State of Hawaii on all mineral and metallic mines.
- 3) Mortgage dated June 27, 1980 and recorded on June 30, 1980 at the Bureau of Conveyances in Book 14828, Page 474, in favor of Poon Wha Chun, et al, for \$825,000.

In addition to the foregoing encumbrances mentioned in said Policy, the Developer has disclosed that the following have recently been placed on record: Said Declaration, By-Laws and Floor Plans and an amendment thereto, that provides for a possible subsequent increment, both as noted on page 2 of this report, and an extension of said mortgage (Book 15334, Page 650) which mortgage the developer will release prior to the conveyance of an apartment to a purchaser.

PURCHASE MONEY HANDLING: An Escrow Agreement dated 23 April 1981 has been executed and a copy of same has been filed with the Commission. The Escrow Agent is American Pacific Title Company Inc. Upon examination, the Specimen Owner/Occupant Reservation, the Sales Contract and the executed Escrow Agreement are found to be consonant with Chapter 514A, Hawaii Revised Statutes, as amended, and particularly Sections 514A-40, 514A-39, 514A-63 through 514A-66.

A purchaser shall be entitled to a refund of his funds, and Escrow shall pay the funds to the purchaser, without interest, if purchaser requests in writing refund of his funds, and Seller has requested Escrow, in writing, to return to purchaser the funds of purchaser then being held by Escrow.

GRANTING/REALIGNMENT OF RIGHTS AND EASEMENTS: Developer, its successors and assigns, shall have the reserved right to and until July 31, 1991, build, delete, relocate, realign, reserve, grant and exercise those certain easement rights and rights of way over, under, and on the common elements, necessary or desirable, including but not limited to, easements and/or rights of ways for utilities, cesspools, sanitary and storm sewers, cable television, refuse disposal, driveways, parking spaces, and areas and roadways, provided that such easements and/or rights of way shall not be located within either existing structure in which apartments have been sold on said property and shall not be exercised so as to unreasonably disturb, impair, or interfere with the normal use and enjoyment of the property by the apartment owners.

Each and every party, or their successors, acquiring an interest in the property, by purchase of an apartment in CARLTON PLACE, INCREMENT ONE, consents to such exercising granting and/or realignment of rights, easements, and/or rights of way and to the recordation of any and all documents necessary to effect the same in the bureau of conveyances of the State of Hawaii, including any amendment or amendments of the declaration; agrees to execute such documents and instruments and do such other things as may be necessary or convenient to effect the same; and appoints the Developer and its assigns his attorney-in-fact with full power of substitution to execute such documents and instruments to do such things on his behalf, which grant of such power, being coupled with an interest, is irrevocable for the term of said reserved rights, and shall not be affected by the disability of such party or parties.

It is incumbent upon the prospective purchaser that he reads with care the Sales Contract and executed Escrow Agreement. The latter Agreement establishes how the proceeds from the sale of the condominium units are placed in trust as well as the retention and disbursement of said funds.

MANAGEMENT AND OPERATIONS: The Bylaws of the Association of Owners vest the Board of Directors with the powers and duties necessary for the administration of the affairs of the project. The Developer selected Alliance Realty Management Inc., 677 Ala Moana Blvd., Suite 307, Honolulu, Hawaii as the initial managing agent.

FINANCING OF PROJECT: At this point, all renovation costs have been paid for by Developer out-of-pocket and no long term financing commitments have been obtained.

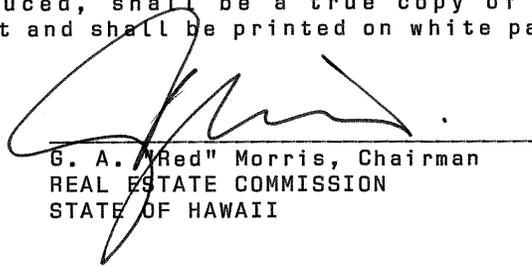
STATUS OF PROJECT: The two buildings that now comprise the project were completed in 1955. Letters from the City Building Department (April 10, 1981) and Department of Land Utilization (April 22, 1981), respectively, state that the buildings met Code Requirements at the time they were built, and that no variances to the Building Code or Comprehensive Zoning Code were granted to allow any deviations.

The purchaser or prospective purchaser should be cognizant of the fact that this Public Report represents information disclosed by the Developer in the required NOTICE OF INTENTION submitted May 8, 1981 and information subsequently filed as of June 9, 1981.

THIS FINAL HORIZONTAL PROPERTY REGIME (CONDOMINIUM) PUBLIC REPORT

is made a part of REGISTRATION NO. 1423 filed with the Commission on May 8, 1981, and information subsequently filed as of May 29, 1981.

The report, when reproduced, shall be a true copy of the Commission's Public Report and shall be printed on white paper stock.



G. A. "Red" Morris, Chairman
REAL ESTATE COMMISSION
STATE OF HAWAII

Distribution:

Department of Taxation
Bureau of Conveyances
Planning Department - City & County of Honolulu
Federal Housing Administration
Escrow Agent

REGISTRATION NO. 1423

DATED: June 12, 1981

CARLTON PLACE
AREA COMPUTATIONS (approximate)

Building A

Floor	Unit	Gross Area Sq. Ft.*	Percent Ownership of Common Areas**	Parking Stall No.**
2nd	A-4	676	6%	P7
	A-5	676	6%	P5
	A-6	468	4%	NONE
	A-7	468	4%	P2
	A-8	468	4%	P8
	A-9	468	4%	P3
	A-10	468	4%	P1
1st	A-1	676	6%	P4
	A-2	676	6%	P6
	A-3	468	4%	NONE

Building B

Floor	Unit	Gross Area Sq. Ft.*	Percent Ownership of Common Areas**	Parking Stall No.**
2nd	B-4	676	6%	P12
	B-5	676	6%	P13
	B-6	468	4%	NONE
	B-7	468	4%	P15
	B-8	468	4%	P11
	B-9	468	4%	P14
	B-10	468	4%	NONE
1st	B-1	676	6%	P9
	B-2	676	6%	P10
	B-3	468	4%	P16

*Gross Area includes certain portions of structural and exterior walls, and common elements such as vent and pipe spaces.
**Owners of Parking Stalls add 0.25% per stall to common area ownership.