



REAL ESTATE COMMISSION
PROFESSIONAL & VOCATIONAL LICENSING DIVISION
DEPARTMENT OF REGULATORY AGENCIES
STATE OF HAWAII
312 SO. BERETANIA ST.
P. O. BOX 3469
Honolulu 1, Hawaii

**PRELIMINARY
HORIZONTAL PROPERTY REGIMES (CONDOMINIUM)
PUBLIC REPORT**

on
BLUEWATER LODGE
Waipouli, Kauai, Hawaii

REGISTRATION NO. 98

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 but may only take reservations therefore after

- (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.

October 1, 1965

SPECIAL ATTENTION

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

- (1) BLUEWATER LODGE is a proposed leasehold condominium project to consist initially of thirty (30) apartment units with plans for an addition of thirty (30) apartment units at a later date.
- (2) The Developer has filed the following documents or specimen documents with the Commission for examination: Notice of Intention; Declaration of Horizontal Property Regimes; Articles of Association; By-laws of Association; Master Lease; Escrow Agreement (Executed); Statement of program of financing project; Specimen copy of Sale Deposit Contract; Specimen copy of Sublease; By-laws of Apartment Owners; and Building Plans.

The Developer declares that a contract for construction will be entered into upon the issuance of this Report.

- (3) The Developer, complying with the Commission's Supplementary Filing requirements of July 23, 1965, has submitted a statement showing all costs involved in completing the project, the period of time necessary to complete construction of the building and the method of financing costs involved in completing the project.

- (4) The Developer, in receiving this Preliminary Report, is cognizant of the Commission's requirement that he shall not commence construction of the building until satisfactory evidence is presented to this regulatory body that there are sufficient funds to cover all costs involved in completing the project.
- (5) The prospective purchaser is advised to acquaint himself with the provisions of Chapter 170A, Revised Laws of Hawaii, as amended, which relates to Horizontal Property Regimes.

NAME OF PROJECT: BLUEWATER LODGE

DEVELOPER: Ebbtide Hotels-Hawaii, Ltd., 2462 Kuhio Ave., Honolulu, Hawaii.
Telephone - 936185.

The Developer is a Hawaii joint stock company, which had registered with the former Department of Treasury and Regulation of the State of Hawaii on March 25, 1960.

The officers are as follows:

| | | |
|-----------------|-------------------------|---|
| Chester R. Owen | President | 320 Ainakea Way, Apt. 811 Honolulu, Hawaii |
| Philip A. Voto | Vice-President | 320 Ainakea Way, Apt. 712 Honolulu, Hawaii |
| Richard K. Ho | Secretary | 1424 Ohialoke Street Honolulu, Hawaii |
| Edward K. Lee | Treasurer | 765 Hoawa Street Honolulu, Hawaii |
| Arthur Marutani | Secretary- Treasurer | 2535 Saul Place Honolulu, Hawaii |

ATTORNEY REPRESENTING DEVELOPER: Vernon T. Tashima, Suite 412, 235 Queen St., Honolulu, Hawaii. Telephone - 59732.

STATUS OF PROJECT: The Notice of Intention states that upon the issuance of the Public Report, a construction contract will be executed with Pacific Builders, Inc., and that within eighteen (18) months of such issuance construction of the project will commence.

TAX KEY: FOURTH DIVISION 4-3-009-050

ZONING: Hotel-Apartment

DESCRIPTION: The Declaration states that there will be one three-story building of concrete, stone and wood construction.

There will be thirty (30) apartments, ten (10) on each floor.

The apartments will be numbered thusly: the apartments will be numbered as follows: 101 through 110 inclusive, 201 - 210 inclusive and 301 - 310 inclusive; with the first number designating the floor and the suffix 01 through 10 representing the numbers of the apartment reading from mauka to makai.

Each apartment with the number ending in 01, 02 and 03 will have one bedroom, one bath, kitchen and livingroom, with a total area of approximately 720 square feet, including a lanai of 81 square feet.

Each apartment with the number ending in 04, 05, 06, 07 and 08 will have two bedrooms, two bathrooms, kitchen and livingroom, with a total area of approximately 912 square feet, including a lanai of 60 square feet.

Each apartment with the number ending in 09 will have one bedroom, one bath, kitchen and livingroom, with a total area of approximately 768 square feet, including a lanai of 60 square feet.

Each apartment with the number ending in 10 will have two bedrooms, two baths, kitchen and livingroom, with a total area of approximately 1120 square feet, including a lanai of 70 square feet.

The immediate common element to which all of the above described apartments will have access are the corridors or hallways on the ground level or such corridors or hallways on the second floor leading to the stairways.

COMMON ELEMENTS: The Developer states that the common elements will include the following:

- (a) The lands herein described.
- (b) The foundations, columns, girders, beams, supports, main walls, roofs, halls, stairs, stairways, fire escapes and entrances and exits of the apartment building.
- (c) Yards, parking area and driveways, gardens, recreational facilities, including swimming pool.
- (d) All central and appurtenant installations of electrical, gas, plumbing, air conditioning and like utilities, if installed.

LIMITED COMMON ELEMENTS: The limited common elements shall be the parking stalls specifically reserved for the exclusive use of a certain apartment.

INTEREST TO BE CONVEYED TO PURCHASER: The Declaration states that each owner of an apartment, whether owned jointly or singly, shall have a one-thirtieth (1/30th) undivided interest in and to the building, similar undivided leasehold interest in the lands, and the common elements herein described. For purposes of voting on all matters requiring action by the apartment owners, there shall be one vote per apartment, whether owned jointly or singly; the number of votes being determined by the number of apartments in the Horizontal Property Regime, as it exists, or as it may be amended.

OWNERSHIP TO TITLE TO THE LAND: The holders of the title to the real property are Herbert Terufumi Toyooka and Hatsume Shimamoto, Trustees of the Estate of Hisao Shimamoto.

ENCUMBRANCES AGAINST THE LAND: The Notice of Intention indicates that there is no encumbrance against the land upon which the project will be constructed.

PURCHASE MONEY HANDLING: The Developer has filed an executed copy of an Escrow Agreement naming Security Title Corporation as Escrow Agent. The attention of the prospective purchaser is particularly directed to the following provisions of the Escrow Agreement:

The Seller shall, as and when it enters into a sales contract for the leasing of an apartment, require the payments due thereunder to be made to Escrow Agent and shall deliver an executed copy thereof to Escrow Agent specifying the address of the purchaser. Seller shall also pay over to Escrow Agent all moneys received by Seller, including those received under reservation agreements and all other moneys received from purchasers.

Escrow Agent shall receive and hold in escrow and disburse as herein set forth (1) all payments received by it under contracts of sale, and (2) such sums received by it hereunder from Seller.

Upon receipt of notice in writing from Seller that any payments are due under any sales contracts, Escrow Agent shall give notice in writing to each purchaser under a sales contract held by Escrow Agent and shall call for such payment to be made to Escrow Agent pursuant to the terms of such sales contract.

At any time, upon receipt of a request in writing from Seller to return to a purchaser under a sales contract or under a reservation agreement, the

funds of such purchaser then held hereunder by Escrow Agent, the latter shall pay to said purchaser to the extent it holds funds hereunder, and thereupon said sales contract shall be returned to Seller and shall be deemed no longer held hereunder; PROVIDED, HOWEVER, if within sixty (60) days after Escrow Agent shall have given any buyer entitled to a refund notice by registered mail, return receipt requested, addressed to such buyer at his address shown on the sales contract, that such buyer is entitled to such refund, and such buyer shall not claim such refund, Escrow Agent may deposit such refund into a special account in a bank or other depository selected by Escrow Agent in the name of the Seller, as Trustee for the benefit of such buyer, and thereupon Escrow Agent shall, with respect to such payment and such buyer, be released from further duties or liability thereunder.

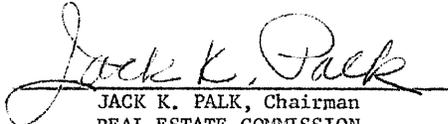
Upon a certification in writing made by Seller to Escrow Agent that a purchaser whose funds are being held hereunder by it has defaulted under the terms of his sales contract, and that the Seller has terminated said contract pursuant to the terms thereof, the Escrow Agent shall thereafter treat all funds paid by such purchaser on account of said sales contract as funds of Seller and shall be forthwith disbursed to Seller.

Note: It is incumbent upon the prospective purchaser that he reads an executed copy of the Escrow Agreement pursuant to which the manner and procedure relative to the receipt, deposit and disbursement of the proceeds of the sale of dwelling units are established.

MANAGEMENT AND OPERATION: The By-laws of Association of Apartment Owners states that the Board of Directors may employ for the Association a management agent or manager to perform such duties and services as the Board shall authorize.

STATUS OF PROJECT: The Notice of Intention reflects that construction on the project is expected to commence within eighteen (18) months of the issuance of this Public Report. The contractor, PACIFIC BUILDERS, INC. has been identified in the material filed with the Commission as the anticipated builder.

This Preliminary Public Report will be upgraded to a Final Public Report when additional requirements of the Commission have been complied with.


JACK K. PALK, Chairman
REAL ESTATE COMMISSION
STATE OF HAWAII

cc: DEPARTMENT OF TAXATION
DEPARTMENT OF REGULATORY AGENCIES
(Business Registration Division)
BUREAU OF CONVEYANCES
PLANNING & TRAFFIC COMMISSION, COUNTY OF KAUAI
FEDERAL HOUSING ADMINISTRATION