

CONDOMINIUM PUBLIC REPORT

Prepared & Issued by:

Developer Brian A. Carter & Beth S. Carter
Address 6125 Kolopua-1, Kapaa, HI 96746

Project Name (\*): MORNING WOOD ESTATE
Address: 6125 Kolopua St, Kapaa, HI 96746

Registration No. 6505 (Conversion)
Effective date: March 25, 2008
Expiration date: April 25, 2009

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.

FINAL: (white) The developer has legally created a condominium and has filed complete information with the Commission.
[ ] No prior reports have been issued.
[ ] This report supersedes all prior public reports.
[ ] This report must be read together with

SUPPLEMENTARY: (pink) This report updates information contained in the:
[ ] Preliminary Public Report dated:
[ ] Final Public Report dated:
[ ] Supplementary Public Report dated:

And [ ] Supersedes all prior public reports.
[ ] Must be read together with
[ ] This report reactivates the public report(s) which expired on

(\*) Exactly as named in the Declaration

This material can be made available for individuals with special needs. Please call the Senior Condominium Specialist at 586-2643 to submit your request.

FORM: RECO-30 286/986/189/1190/892/0197/1098/0800/0203/0104

**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**

1. THERE ARE COUNTY RESTRICTIONS ON THE NUMBER OF RESIDENTIAL DWELLING UNITS OR OTHER STRUCTURES WHICH MAY BE BUILT UPON THE PROPERTY. THE DEVELOPER HAS COMPLIED WITH ALL REQUIREMENTS OF THE COUNTY OF KAUAI, INCLUDING THE ACQUISITION OF AN "ADDITIONAL DWELLING UNIT FACILITIES CLEARANCE" SIGNED BY THE DEPARTMENTS OF PUBLIC WORKS, HEALTH, FIRE, WATER AND PLANNING. DESPITE THE FOREGOING, A PROSPECTIVE PURCHASER IS ADVISED TO REVIEW THIS CONDOMINIUM PROJECT WITH THE RESPECTIVE COUNTY PLANNING OFFICES TO RECEIVE THE MOST RECENT DIRECTIVES CONCERNING DEVELOPMENT, REPLACEMENT, EXPANSION, OR CONSTRUCTION OF ANY TYPE OF STRUCTURE FOR THE CONDOMINIUM PROJECT IN THE FUTURE.
2. This is a CONDOMINIUM PROJECT, not a subdivision. It does not involve the sale of individual subdivided lots. The land beneath and immediately appurtenant to each unit is designated a LIMITED COMMON ELEMENT and not a legally subdivided lot. The dashed lines on the Condominium Map bounding the designated number of square feet in each limited common element's land area are for illustrative purposes only and should not be construed to be the property lines of legally subdivided lots.
3. There are presently two structures on the property, each of which may be defined as an "apartment" or "unit" under the Condominium Property Act.
4. This public report does not constitute approval of the Project by the Real Estate Commission, or any other government agency, nor does it ensure that all applicable County codes, ordinances and subdivision requirements have been complied with.
5. Facilities and improvements normally associated with county approved subdivisions, such as fire protection devices, County street lighting, electricity, upgraded water facilities, improved access for owner and emergency traffic, drainage facilities, etc., may not necessarily be provided for, and services such as County street maintenance and trash collection will not be available for interior roads and driveways.
6. THIS PUBLIC REPORT WAS DONE BY THE DEVELOPER AND NOT AN ATTORNEY. THE PROSPECTIVE PURCHASER IS CAUTIONED TO CAREFULLY REVIEW THE CONDOMINIUM DOCUMENTS REFERENCED IN THIS PUBLIC REPORT FOR FURTHER INFORMATION WITH REGARD TO THE FOREGOING.

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## **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: Brian A. Carter & Beth S. Carter Phone: (808) 821-9418  
 Name\* (Business)  
5238 Kolopua-1  
 Business Address  
Kapaa, HI 96746

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):

N/A

Real Estate Broker\*: Wai'Oli Properties, Inc. Phone: (808) 652-8178  
 Name (Business)  
4-1353 Kuhio Hwy  
 Business Address  
Kapaa, HI 96746

Escrow Old Republic Title & Escrow of Hawaii Phone: (808) 821-6808  
 Name (Business)  
4-831 Kuhio Hwy, Suite 416  
 Business Address  
Kapaa, HI 96746

General Contractor\*: Paul Bandsma Phone: (808) 823-8669  
 Name (Business)  
6398 Kalama Rd, Kapaa HI 96746  
 Business Address

Condominium Managing Agent\*: Self Management by the Association Phone: (808) 821-9418  
 Name (Business)  
of Apartment Owners  
 Business Address

Attorney for Developer: None. This report prepared by the Phone: (808) 821-9418  
 Name (Business)  
developer, pro se.  
 Business Address

\* 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. 2005-201712  
Book \_\_\_\_\_ Page \_\_\_\_\_  
 Filed - Land Court: Document No. \_\_\_\_\_

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

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

The Condominium Map for this condominium project is:

Proposed  
 Recorded - Bureau of Conveyances Condo Map No. 4086  
 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. 2005-201713  
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>                    </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 has reserved the right to alter the units in the project under Declaration paragraph 17.0, and to amend the Declaration under Declaration paragraph 16.0, including changes to the condominium map. The Developer may amend the Bylaws under Bylaws Article VI, section 1 and adopt Building Rules under Bylaws Article V, section 2



[ ] Other:

**IMPORTANT INFORMATION ON LEASEHOLD CONDOMINIUM PROJECTS**

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

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

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

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

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

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

**B. Underlying Land:**

Address: 6125 Kolopua St Tax Map Key (TMK): 4-4-2-10-18  
Kapaa, HI 96746

[ ] Address [✓] TMK is expected to change because The County of Kauai may assign a new TMK number to each unit once the CPR project is complete.

Land Area: 23,547 [✓] square feet [ ] acre(s) Zoning: R-2



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: Bylaws Article V, section 1G, allows common household pets.

Number of Occupants: \_\_\_\_\_

Other: \_\_\_\_\_

There are no special use restrictions.

6. Interior (fill in appropriate numbers):

Elevators: N/A                      Stairways: N/A                      Trash Chutes: N/A

Apt. Type	Quantity	BR/Bath	Net Living Area (sf)*	Net Other Area (sf)	(Identify)
unit 1	<u>1</u>	<u>3/2</u>	<u>1,271</u>	<u>266/576</u>	<u>Lanai/garage</u>
unit 2	<u>1</u>	<u>3/2</u>	<u>1,271</u>	<u>266/576</u>	<u>Lanai/garage</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Total Number of 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:

The exterior surfaces of the structure and the description of the limited common elements as set forth in the Condominium Map.

Permitted Alterations to Apartments:

Apartments may be altered in accordance with the Declaration, the Bylaws, the Building Code, Zoning, and all relevant County of Kauai and State of Hawaii ordinances and regulations.

Apartments Designated for Owner-Occupants Only:

Fifty percent (50%) of residential apartments must be so designated; developer has a right to substitute similar apartments for those apartments already designated. Developer must provide this information either in a published announcement or advertisement as required by section 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:	<u>4</u>				
	<u>Regular</u>	<u>Compact</u>	<u>Tandem</u>		
	<u>Covered</u>	<u>Covered</u>	<u>Covered</u>	<u>Open</u>	<u>TOTAL</u>
Assigned (for each unit)	<u>2</u>				<u>4</u>
Guest					
Unassigned					
Extra for Purchase					
Other: _____					
Total Covered & Open:	<u>4</u>	<u>0</u>	<u>0</u>		<u>4</u>

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

Commercial parking garage permitted in condominium project.

Exhibit \_\_\_\_\_ contains additional information on parking stalls for this condominium project.

8. Recreational and Other Common Facilities:

There are no recreational or common facilities.

Swimming pool                       Storage Area                       Recreation Area

Laundry Area                       Tennis Court                       Trash Chute/Enclosure(s)

Other: \_\_\_\_\_

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 \_\_\_\_\_  
(Date)

10. Condition and Expected Useful Life of Structural Components, Mechanical, and Electrical Installations (For conversions of residential apartments in existence for at least five years):

Unit 1 - Condition is New

Expected useful life of the buildings and related systems/components have an expected useful life in excess of ten (10) years.

Unit 2 - Condition is New

Expected useful life of the buildings and related systems/components have an expected useful life in excess of ten (10) years.

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>	<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 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 \_\_\_\_\_.

as follows:

The units, in aggregate, have immediate access to the common elements including: (a) the land in fee simple, (b) central and appurtenant installations for services such as electricity, telephone, TV cable, water, and like utilities, and (c) all other parts of the project existing for the common use or necessary for the existence, maintenance and safety of the project.

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 \_\_\_\_\_.

as follows:

The land area\* under and surrounding each permitted structure as shown and delineated on the Condominium Map

Unit 1: 11,723 square feet

Unit 2: 11,774 square feet

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

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

described in Exhibit \_\_\_\_\_.

as follows:

Unit 1: 50% appurtenant common interest

Unit 2: 50% appurtenant common interest

- 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   A   describes the encumbrances against the title contained in the title report dated   10/5/2007   and issued by   Old Republic Title & Escrow of Hawaii  .

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 <b>Prior to Conveyance</b></u>
Mortgage	Purchaser may cancel the sales contract and seek refund of the deposit less escrow cancellation fee.

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:

Developer offers no warranties for building or other improvements; property and improvements are being offered "as is, where is"; prospective buyer is advised to order such inspections as they may wish.

2. Appliances:

Developer offers no warranties on appliances; prospective buyer is advised to order such inspections as they may wish.

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

Unit 1: Construction completed: Certificate of Occupancy, Building Permit No. 05-234/05-235, March 21, 2006.  
Unit 2: Construction completed: Certificate of Occupancy, ADU, Building Permit No. 01-236/05-237, March 21, 2006.

H. **Project Phases:**

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

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



## 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   C   contains a summary of the pertinent provisions of the sales contract.
- Escrow Agreement dated                     11/6/2007                      
Exhibit   D   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 issued an effective date by the Hawaii Real Estate Commission.
  - B) Declaration of Condominium Property Regime, as amended.
  - C) Bylaws of the Association of Apartment Owners, as amended.
  - D) House Rules, if any.
  - E) Condominium Map, as amended.
  - F) Escrow Agreement.
  - G) Hawaii's Condominium Property Act (Chapter 514A, HRS, as amended) and Hawaii Administrative Rules, (Chapter 16-107, adopted by the Real Estate Commission, as amended).
  - H) Other \_\_\_\_\_

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. The Condominium Property Regime law (Chapter 514A, HRS) and the Administrative Rules (Chapter 107) are available online. Please refer to the following sites:

Website to access official copy of laws: [www.capitol.hawaii.gov](http://www.capitol.hawaii.gov)  
 Website to access unofficial copy of laws: [www.hawaii.gov/dcca/hrs](http://www.hawaii.gov/dcca/hrs)  
 Website to access rules: [www.hawaii.gov/dcca/har](http://www.hawaii.gov/dcca/har)

This Public Report is a part of Registration No. 6505 filed with the Real Estate Commission on 11/28/2007.

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**

Septic System Information:

Each unit has its own, independent septic system for each unit's exclusive use and maintenance.  
See EXHIBIT F for Septic System Layout and Design (3 pages).

- 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.

Brian A. Carter & Beth S. Carter  
 Printed Name of Developer

By:   3-12-08  
 Duty Authorized Signatory\* Date

 Beth Carter  
 Printed Name & Title of Person Signing Above

Distribution:

Department of Finance, County of Kauai

Planning Department, County of Kauai

***\*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.***

**EXHIBIT A**

**Encumbrances Against Title**

**1. Taxes and assessments.**

**A. Taxes and assessments, general and special, for the fiscal year 2007 - 2008, as follows:**

Tax Map Key	:	4-4-2-010-018	(CPR 0001)	
1st Installment	:	\$1,152.21		Marked Paid
2nd Installment	:	\$1,152.20		NOT Marked Paid
Cost	:	\$564,300.00		
Land	:	\$312,900.00		
Imp. Value	:	\$251,400.00		
Exemption	:	\$0.00		

**B. Taxes and assessments, general and special, for the fiscal year 2007 - 2008, as follows:**

Tax Map Key	:	4-4-2-010-018	(CPR 0002)	
1st Installment	:	\$1,127.07		Marked Paid
2nd Installment	:	\$1,127.07		NOT Marked Paid
Cost	:	\$552,500.00		
Land	:	\$313,300.00		
Imp. Value	:	\$239,200.00		
Exemption	:	\$0.00		

**2. Title to all minerals, and metallic mines reserved to the State of Hawaii.**

**3. Terms, provisions and conditions, contained in that certain Deed dated April 25, 1968 and recorded in said Bureau of Conveyances in Book 6417, Page 414 herein referred to and the effect of any failure to comply with such terms, provisions and conditions.**

4. Mortgage to secure an indebtedness of the amount stated below and any other amounts payable under the terms thereof, with power of sale and assignment of rents.

Amount : \$690,600.00  
Mortgagor : BRIAN A. CARTER and BETH S. CARTER, husband and wife  
Mortgagee : MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., as a nominee for IRWIN MORTGAGE CORPORATION, a Corporation organized and existing under the laws of The State of Indiana, as their interest may appear  
Dated : February 23, 2005  
Recorded : March 1, 2005 in the Bureau of Conveyances, State of Hawaii, as Document No. 2005-040098  
Loan No. : 0079035606  
Return to Address : P.O. Box 2026, Flint, MI 48501-2026

MIN 1000139-0079035606-1

NOTE: This loan appears to be registered with Mortgage Electronics Registration Systems, Inc. ("MERS"). Accordingly, the name, address and telephone number of the loan servicer should be obtained by calling the toll-free number, 1-888-679-MERS, and referring to the Mortgage Identification Number ("MIN") shown above

Modification/amendment of the terms of said Mortgage, by an instrument

Entitled : LOAN MODIFICATION AGREEMENT  
Executed By : BRIAN A. CARTER and BETH S. CARTER, husband and wife  
Dated : May 19, 2006  
Recorded : June 14, 2006 in the Bureau of Conveyances, State of Hawaii, as Document No. 2006-108462

5. Condominium Map No. 4086, filed in the Bureau of Conveyances, State of Hawaii.

6. Matters in an instrument that, among other things, contain or provide for easements, assessments, liens and their subordination; provisions relating to partition, restrictions on severability of component interest, covenants, conditions and restrictions, provision that no violation thereof and no enforcement of any lien provided for therein shall defeat or render invalid the lien of a mortgage or deed of trust made in good faith and for value, but omitting and covenants or restrictions if any, based upon race color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Title 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.

Entitled : Declaration of Condominium Property Regime  
Recorded : October 5, 2005 in the Bureau of Conveyances, State of Hawaii, as Document No. 2005-201712

Liens and charges for upkeep and maintenance as provided in the above mentioned Covenants, Conditions and Restrictions, if any, where no notice thereof appears on record.

For information regarding the current status of said liens and/ or assessments  
Contact : ASSOCIATION OF APARTMENT OWNERS OF MORNING WOOD  
ESTATES CONDOMINIUM

7. By-Laws of the Association of Apartment Owners of Morning Wood Estates Condominium, recorded October 5, 2005 in the Bureau of Conveyances, State of Hawaii, as Document No. 2005-201713.

**END OF EXHIBIT A**

EXHIBIT   B  

ESTIMATE OF INITIAL MAINTENANCE FEES  
AND  
ESTIMATE OF MAINTENANCE FEE DISBURSEMENTS

Estimate of Initial Maintenance Fees:

<u>Apartment</u>	<u>Monthly Fee x 12 months =</u>	<u>Yearly Total</u>
Unit 1		\$0.00
Unit 2		\$0.00

***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 Fee x 12 months = Yearly Total

Utilities and Services	\$0.00	\$0.00
Air Conditioning		
Electricity		
<input type="checkbox"/> common elements only		
<input type="checkbox"/> common elements and apartments		
Elevator		
Gas		
<input type="checkbox"/> common elements only		
<input type="checkbox"/> common elements and apartments		
Refuse Collection		
Telephone		
Water and Sewer		
Maintenance, Repairs and Supplies	\$0.00	\$0.00
Building		
Grounds		
Management	\$0.00	\$0.00
Management Fee		
Payroll and Payroll Taxes		
Office Expenses		
Insurance		\$0.00
Reserves(*)		\$0.00
Taxes and Government Assessments		\$0.00
Audit Fees		\$0.00
Other		\$0.00
TOTAL		\$0.00

I, Brian Carter and Beth Carter, as agent for/and/or employed by Self Managed by the Association, the condominium managing agent/developer for the MORNING WOOD ESTATE 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.

 \_\_\_\_\_  
Signature

3/12/08  
\_\_\_\_\_ Date

(\*) Mandatory reserves assessment and collection in effect beginning 1994 budget year. The Developer is to attach to this exhibit an explanation whether, in arriving at the figure for "Reserves", the Developer has conducted a reserve study in accordance with §514A-83.6, HRS, and the replacement reserve rules, Subchapter 6, Title 16, Chapter 107, Hawaii Administrative Rules, as amended.

Pursuant to §514A-83.6, HRS, a new association created after January 1, 1993, need not collect estimated replacement reserves until the fiscal year which begins after the association's first annual meeting.

ATTACHMENT TO EXHIBIT B, MAINTENANCE FEES  
RESERVE STUDY EXPLANATION

There are no Reserves related to this project. Since there are no common elements and all repair, maintenance, replacement and upkeep are to be borne by the individual unit owner in respect to each owner's unit, no reserves are required.

## EXHIBIT C

### Summary of Sales Contract

1. The most current version of the Hawaii Board of Realtors Standard Form "Purchase Contract" appropriately executed with signatures from the parties shall serve as the Sales Contract for the "MORNING WOOD ESTATES CONDOMINIUM PROJECT"; other standard Board of Realtors forms, such as the Counter-Offer and various addendum forms, may also be used as appropriate in the transaction.
2. Seller shall furnish Buyer EVIDENCE OF SELLER'S MARKETABLE TITLE to the interest being conveyed to the Buyer. If Seller fails to deliver title as provided, Buyer has the option to terminate the agreement and have any of Buyer's deposits returned, without excluding any other remedies available to Buyer. Buyer will receive an Owner's standard coverage policy of title insurance at closing, issued in the amount of the sales price, for which Seller shall pay 60% of the premium charged, and buyer shall pay 40% of such premium.
3. RISK OF LOSS shall pass to Buyer upon transfer of title or upon occupancy, whichever occurs first.
4. In the event of DEFAULT BY EITHER PARTY, then either party may bring an action of breach of contract against the other and seek specific performance; the defaulting party shall be responsible for any costs incurred. In the event of a dispute between the parties, the Sales Contract provides for non-binding mediation between the parties followed by Binding Arbitration if chosen by the parties.
5. Seller agrees to provide a SELLER'S DISCLOSURE STATEMENT using the Board of Realtor's current and standard form for such disclosure, and to provide additional disclosure for any newly discovered material facts which become known during the escrow process.
6. Seller shall provide and Buyer acknowledge receipt of the following DOCUMENTS:  
(a) Final Public Report; (b) Declaration of Condominium Property Regime; (c) Bylaws of the Association; (d) Condominium Map; (e) Escrow Agreement; and any other documents required by Chapter 514A State of Hawaii Revised Statutes. The Buyer shall have the RIGHT TO CANCEL the purchase contract up to thirty (30) days after receipt of documents.
7. TIME IS OF THE ESSENCE in the purchase contract. The parties may agree that if, for reasons beyond Buyer's or Seller's control, a party cannot perform so as to close by the Scheduled Closing Date, then such party may extend the Scheduled Closing Date the number of days agreed by delivery of written notice to Escrow and to the other party to allow performance. Thereafter, any further extension of the Scheduled Closing Date must be agreed to in writing by both parties.
8. SELLER'S AND BUYER'S BROKERS advise their clients in the transaction to consult their respective attorneys, accountants, and other professionals regarding the transaction. Buyer and

Seller acknowledge that they are not relying on the Brokers for such information, and that the Brokers shall not be held liable in the event of the Buyer's or Sellers's failure to perform pursuant to the contract.

*Note: The above summary explains only a portion of the terms and provisions contained in the Sales Contract. The Buyer should refer to the full Sales Contract to determine actual rights and obligations.*

**END OF EXHIBIT C**

## EXHIBIT D

### Summary of Escrow Agreement

THE COMPLETE ESCROW AGREEMENT SHOULD BE REFERRED TO FOR A FULL EXPLANATION OF THE RIGHTS AND OBLIGATIONS OF THE PARTIES. THE COMPLETE ESCROW AGREEMENT, NOT THIS SUMMARY, SHALL GOVERN ANY DISCREPANCIES OR CONFLICT BETWEEN THE TWO DOCUMENTS.

The Escrow Agreement between OLD REPUBLIC TITLE AND ESCROW OF HAWAII, LTD. ("Escrow") and MORNING WOOD ESTATES Condominium Project ("Project") contains the following provisions, among others, which may be modified or otherwise limited by provisions not here summarized:

1. Whenever a fully executed Sales Contract is made on the MORNING WOOD ESTATES Condominium Project, the Sales Contract shall be entered into escrow; the Sales Contract shall direct that all payments be made to escrow, deposited in an account for the Project, and disbursed from Escrow as directed by the Sales Contract and the Escrow Agreement.
2. No disbursements shall be made by Escrow to Seller until: (a) 48 hours have elapsed since buyer received a true copy of the Project's Final Public Report; (b) Buyer has waived the right, in writing, to cancel the Sales Contract; (c) Seller has notified Escrow that all other requirements of the Hawaii Revised Statutes Section 514A-39 and 514A-63 have been met.
3. Escrow shall refund Buyer's funds, less a cancellation fee, if (a) less than 48 hours have elapsed since buyer received a true copy of the Project's Final Public Report and Buyer makes written request to cancel the escrow; (b) Buyer exercises a right to cancel as provided under Hawaii Revised Statutes, Chapter 514A; or (c) after Buyer's having signed the waiver of his right to cancel in accordance with 514A-62 Hawaii Revised Statutes, there shall be material change in the Project entitling Buyer to cancel the Sales Contract pursuant to Section 514A-63, Hawaii Revised Statutes.
4. If Buyer defaults on the Sales Contract, all deposits previously placed in Escrow will be forfeited by Buyer and Escrow may release such funds to Seller (Developer).
5. Upon closing, Escrow shall deliver an Apartment Deed to Buyer, disburse funds to Seller, and record all documents as is customary in the Bureau of Conveyances of the State of Hawaii.
6. Escrow shall have no responsibility for the validity or sufficiency of any Condominium Property Regime (CPR) documents generated by Seller. Escrow shall not be called upon to resolve any disputes arising between Buyer and Seller.
7. Escrow shall be entitled to compensation for services at a standard schedule rate, as also provided by the Sales Contract.

**END OF EXHIBIT D**

**BRYAN J. BAPTISTE**  
MAYOR



**IAN K. COSTA**  
DIRECTOR OF PLANNING

**EXHIBIT E**

**GARY K. HEU**  
ADMINISTRATIVE ASSISTANT

**MYLES S. HIRONAKA**  
DEPUTY DIRECTOR OF PLANNING

**COUNTY OF KAUAI**  
PLANNING DEPARTMENT  
4444 RICE STREET  
KAPULE BUILDING, SUITE A473  
LIHU'E, KAUAI, HAWAII 96766-1326

TELEPHONE: (808) 241-6677 FAX: (808) 241-6699

**DATE:** July 27, 2006

**TO:** Cynthia M.L. Yee, Esq.  
Senior Condominium Specialist  
Real Estate Commission - P & VLD/DCCA  
335 Merchant Street, Room 333  
Honolulu, Hawaii 96813

**FROM:** Ian K. Costa, Director of Planning 

**SUBJECT:** Certification of Inspection of Existing Buildings

**Project Name:** MORNING WOOD ESTATES  
Condominium Project (298)  
**Tax Map Key:** (4) 4-2-010: 018

The developer for the above-mentioned condominium project has requested that this office, as an agency of the County of Kauai, review the project for compliance with all ordinances, codes, rules, regulations and other requirements of the County of Kauai, (Section 514 A-40 (b), (1), Hawaii Revised Statutes, subject to the disclosures and waivers (item "5" below) specified herein, we certify the following:

1. The developer has contracted engineer Peter Taylor to certify that the buildings on the proposed project referred to as Morning Wood Estates Condominium Unit 1 and Unit 2 are in compliance with all ordinances, codes, rules, regulations and other requirements in force at the time of its construction, and to that extent, and subject to the conditions of waiver herein, the Planning Department adopts that certification as it pertains to the rules and regulations administered solely by the Department.

Senior Condominium Specialist  
Morning Wood Estates Condominium  
TMK: (4) 4-2-010: 018  
July 27, 2006  
Page two

2. There are no variances approved for the subject property.
3. The parcel does not contain any outstanding nonconforming uses or structures as a result of the adoption or amendments of any ordinances or codes and regulations.

---

4. There are no notices of violation of County building or zoning codes outstanding according to our records.
5. **WAIVER**  
The foregoing certification is not a warranty to any compliance with applicable County and State rules and regulations. The sole reason for the execution hereof is to comply with statutory requirements relating to the regulations of condominiums under subsection 514 A-40, (b), and (1), Hawaii Revised Statutes.

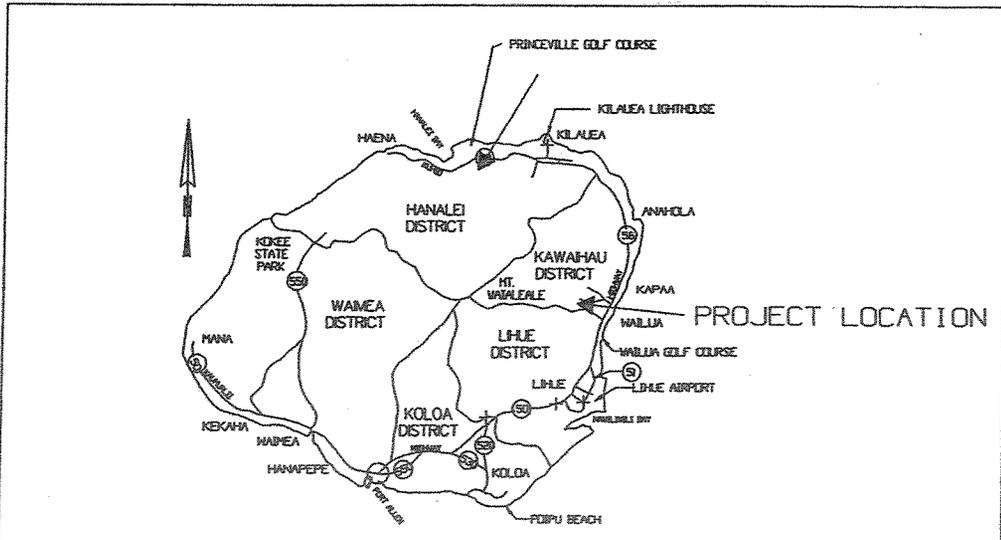
If you have any questions, please contact Sheilah Miyake at (808) 241- 6677.

cc: Brian Carter, Project Developer

**END OF EXHIBIT E**

EXHIBIT F

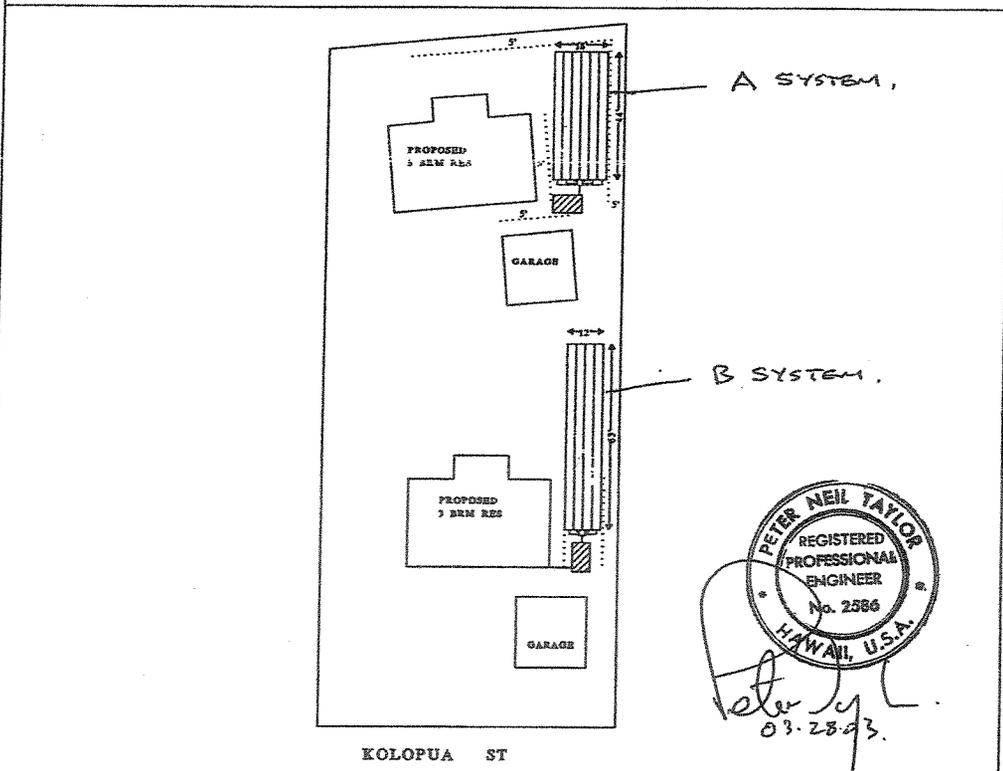
AP



ISLAND OF KAUAI

LOCATION MAP

INDIVIDUAL WASTEWATER SYSTEM  
FOR  
BRIAN CARTER  
T.M.K. 141 4-2-1038



KOLOPUA ST

SEPTIC SYSTEM LAYOUT

No OF BEDROOMS 3 SCALE 1" = 40'

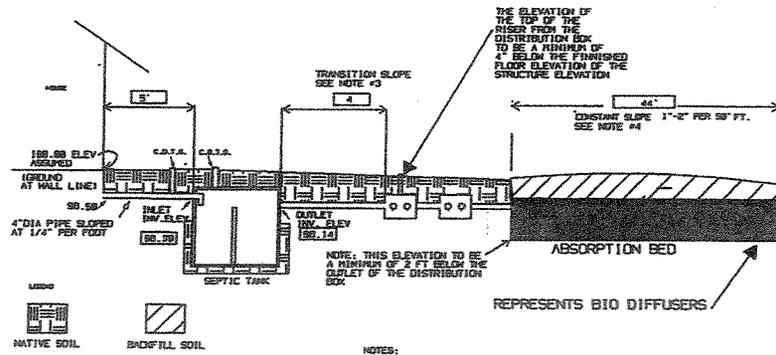
- LEGEND
- TEST HOLE .....
  - ABSORPTION BED.....
  - SEEPAGE PIT..... ○ ONLY WHEN USED
  - DISTRIBUTION BOX.....
  - SEPTIC TANK.....
  - INSPECTION PORT .....

- PLAN APPROVAL DATE \_\_\_\_\_
- INSPECTION DATE \_\_\_\_\_
- I.W.S. FILE No \_\_\_\_\_
- CONTRACTOR \_\_\_\_\_
- PROJECT No \_\_\_\_\_

SHEET 1 OF 3

PETER N. TAYLOR ENGINEER & LAND SURVEYOR, INCORPORATED  
4414 Kukui Grove St. Suite 104, Lihue HI 96766 Telephone (808) 245-9154 Fax: 245-8928

PETER NEIL TAYLOR  
REGISTERED PROFESSIONAL ENGINEER  
No. 2386  
HAWAII, U.S.A.  
*Peter Taylor*  
03-2803

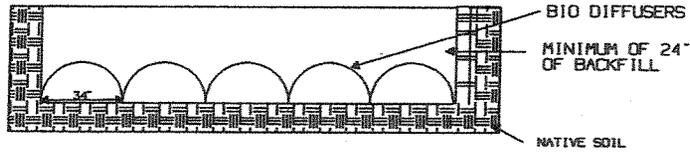


NOTES:  
 DUE TO VARYING SLOPES OF EXISTING GROUND CARE MUST BE TAKEN TO ENSURE THAT THE MINIMUM SLOPE OF THE DRAIN PIPE FROM THE HOUSE TO THE DISTRIBUTION BOX IS 1/4\"/>

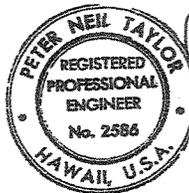
PROFILE

N.T.S. ABSORPTION BED FOR LEVEL GROUND

BIO DIFFUSERS TO SIT ON NATIVE SOIL (NO GRAVEL REQUIRED) AND BE COVERED BY GEO TECH FABRIC BEFORE BACKFILLING THE ABSORPTION BED



42 BIO DIFFUSERS REQUIRED



*PNT*  
 03.28.95.

**SITE EVALUATION / PERCOLATION TEST**

DATE 3-18-05  
 TEST PERFORMED BY R.R. HANSEN  
 OWNER: BRIAN CARTER  
 TAX MAP KEY 141A-2-10-118  
 ELEVATION 320  
 DEPTH TO GROUNDWATER TABLE > 10' FT BELOW GRADE  
 DEPTH TO BEDROCK (IF OBSERVED) 1 FT BELOW GRADE  
 DIAMETER OF HOLE 6 INCHES

DEPTH, INCHES BELOW GRADE 8 - 35 SOIL PROFILE DARK RED SILTY CLAY

**PERCOLATION READINGS**

TIME 12 IN OF WATER TO SEEP AWAY:

CHECK ONE

PERCOLATION TESTS IN SANDY SOILS, RECORDED TIME INTERVALS AND WATER DROPS AT EVERY 15 MINUTES FOR AT LEAST 1 HOUR.

X PERCOLATION TESTS IN NON-SANDY SOILS, PREPARED THE TEST HOLE FOR AT LEAST 4 HOURS, RECORDED TIME INTERVALS AND WATER DROPS AT LEAST EVERY 15 MINUTES FOR 1 HOUR OR IF THE FIRST 6 INCHES TO SEEP AWAY IN GREATER THAN 30 MINUTES, RECORDED TIME INTERVALS AND WATER DROPS AT LEAST EVERY 30 MINUTES FOR 4 HOURS OR UNTIL 2 SUCCESSIVE DROPS DO NOT VARY BY MORE THAN 1/16 INCH.

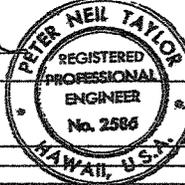
TIME INTERVAL	DROP IN INCHES	TIME INTERVAL	DROP IN INCHES
30 MIN	2.9	30 MIN	1.2
30 MIN	2.7		
30 MIN	2.3		
30 MIN	2.1		
30 MIN	1.7		
30 MIN	1.4		
30 MIN	1.2		

PERCOLATION RATE ( TIME/FINAL WATER LEVEL DROP ) 75 MIN/IN.

AS THE ENGINEER RESPONSIBLE FOR GATHERING AND PROVIDING SITE INFORMATION AND PERCOLATION TEST RESULTS, I ATTEST TO THE FACT THAT ABOVE SITE INFORMATION IS ACCURATE AND THAT THE SITE EVALUATION WAS CONDUCTED IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 11-52, "WASTEWATER SYSTEMS" AND THE RESULTS WERE ACCEPTABLE. I ALSO ATTEST THAT THREE FEET OF SUITABLE SOIL EXIST BETWEEN THE BOTTOM OF THE SOIL ABSORPTION SYSTEM AND THE GROUNDWATER TABLE OR ANY OTHER LIQUID LAYER.

ENGINEER'S SIGNATURE/STAMP

*Peter N. Taylor*  
 03-28-05



**ABSORPTION BED DESIGN**

1. WIDTH OF BED 18"
2. LENGTH OF BED 44"
3. NUMBER OF DISTRIBUTION LINES 6
4. TOTAL AREA OF BED 792 S.F.
5. MINIMUM REQUIRED AREA 690 S.F.

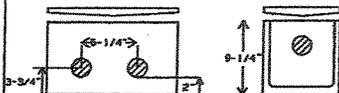
**NOTES:**

1. ABSORPTION FIELD DESIGN, SEE TYPICAL DETAIL AND PLOT PLAN.
2. ABSORPTION FIELD DROP NOT TO EXCEED FOUR INCHES PER ONE HUNDRED FEET NOR LESS THAN TWO INCHES PER ONE HUNDRED FEET.
3. CONSTRUCTION OF SEPTIC TANK AND ABSORPTION FIELD TO CONFORM TO CHAPTER 11-52 "WASTEWATER SYSTEMS" DEPARTMENT OF HEALTH, STATE OF HAWAII.
4. THE SEASONAL HIGH "GROUND WATER LEVEL" SHALL BE THREE FEET (3 FT) MINIMUM BELOW THE BOTTOM OF THE ABSORPTION FIELD AND OR SEEPAGE PIT. THE CONTRACTOR SHALL NOTIFY PETER TAYLOR INC IF GROUNDWATER, ROCK/IMPERVIOUS CLAY OR FILL MATERIAL IS FOUND ABOVE THIS LEVEL, BEFORE PROCEEDING WITH CONSTRUCTION.
5. DO NOT INSTALL A SEPTIC TANK UNDER ANY EXISTING OR PROPOSED DRIVEWAYS.
6. THE CONTRACTOR SHALL CONDUCT A TWENTY FOUR HOUR (24 HOUR) LEAKAGE TEST IF THE SEPTIC TANK CONSISTS OF TWO SECTIONS JOINED TOGETHER.
7. THE INTERIOR OF CONCRETE SEPTIC TANKS SHALL BE COATED WITH FIELDS F788 CONCRETE DAMP PROOF ASHT D-41 STANDARD OF EQUAL.
8. PROVIDE HANDLE RISERS AT SEPTIC TANKS AND SEEPAGE PITS FOR EASIER MAINTENANCE.
9. A NEW PERCOLATION TEST WILL BE REQUIRED IF EXCAVATION WORK EXCEEDS THREE FEET. NOTIFY PETER TAYLOR INC FOR SCHEDULING. (245-9154) YOU WILL BE CHARGED FOR THIS TEST.
10. THE STATE OF HAWAII WASTEWATER DIVISION REQUIRES YOU NOTIFY YOUR DESIGN ENGINEER (PETER TAYLOR INC.) FOR INSPECTION OF YOUR WASTEWATER SYSTEM BEFORE YOUR SYSTEM IS BACKFILLED. IF THIS IS NOT DONE YOU WILL BE REQUIRED TO RE-EXPOSE THE SYSTEM FOR INSPECTION.

**DEPARTMENT OF HEALTH SETBACK REQUIREMENTS ( 11-62-32 )**

MINIMUM HORIZONTAL DISTANCE FROM	CESPOOL (FT)	TREATMENT UNIT (FT)	SEEPAGE PIT (FT)	SOIL ABSORPTION SYSTEM (FT)
WALL LINE OF ANY STRUCTURE OR BUILDING	5	5	5	5
PROPERTY LINE	9	5	9	5
STREAM, THE OCEAN AT THE VEGETATION LINE, POND OR LAKE	50	50	50	50
LARGE TREES	10	5	10	10
SEEPAGE PIT	10	5	10	10
CESPOOL	10			
POTABLE DRINKING WELL	1000		1000	1000

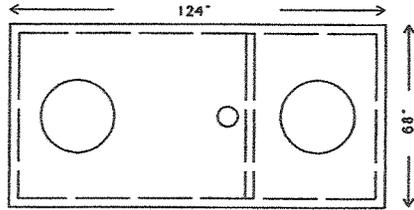
**DISTRIBUTION BOX**



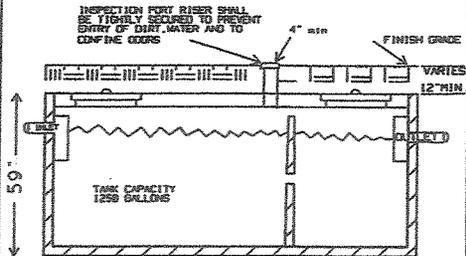
- CONSTRUCTION NOTES:**
1. THE DISTRIBUTION BOX SHALL BE SET LEVEL AND SERVED SO THE EFFLUENT IS EVENLY DISTRIBUTED TO EACH DISTRIBUTION LINE.
  2. CONTRACTOR SHALL HAVE BOX EXPOSED AT FINAL INSPECTION TO CONFIRM PROPER INSTALLATION.

**SEPTIC TANK DESIGN**

( CUSTOM CONCRETE OR EQUAL )



**TOP VIEW**



**LONGITUDINAL SECTION**

**SEPTIC TANK CONSTRUCTION NOTES**

1. SEPTIC TANK TO BE PLACED ON LEVEL BOTTOM FREE FROM ROCKS, IF ROCKY OR UNEVEN, LEVEL WITH SAND.
2. BACKFILL MATERIAL MUST BE FREE OF LARGE OR SHARP ROCKS, STICKS OR OTHER DAMAGING MATERIAL.
3. IF GROUNDWATER IS ENCOUNTERED DURING EXCAVATION CONTRACTOR SHALL NOTIFY ENGINEER TO DETERMINE IF ANCHORING DEVICES OR TANK REINFORCEMENT IS REQUIRED.

**GENERAL CONSTRUCTION NOTES**

1. ALL THE WORK COVERED UNDER THIS PLAN SHALL CONFORM TO THE LOCAL PLUMBING CODES, UNIFORM PLUMBING CODES, AND DEPARTMENT OF HEALTH REGULATIONS, STATE OF HAWAII.
2. INSTALLATION OF THIS I.M.S. MUST BE DONE BY A LICENSED CONTRACTOR WHO IS THOROUGHLY FAMILIAR WITH THE CONSTRUCTION REQUIREMENTS AND EXPERIENCED IN THE FIELD.
3. ALL THE BENDS IN THE WASTE LINE (BEFORE AND AFTER SEPTIC TANK) SHALL BE PROVIDED WITH THE PROPER CLEAN OUT TO GRADE (COGTH).
4. HORIZONTAL DRAINAGE PIPE TO THE TREATMENT TANK SHALL BE SLOPED 1/4 INCH PER FOOT AND A MAXIMUM OF 45 FEET IN LENGTH UNLESS APPROVED BY THE ENGINEER.
5. D.O.H. REGULATIONS ALL NEW PLUMBING FIXTURES USED FOR THIS PROJECT TO BE WATER SAVING TYPE, NOT EXCEEDING THE FOLLOWING CRITERIA. ALL EXISTING PLUMBING FIXTURES SHALL BE REFINISHED TO MEET THE WATER FLOW CRITERIA.  
 KITCHEN FAUCET..... 2.5 GAL/MIN  
 LAVATORY FAUCET..... 1.5 GAL/MIN  
 SHOWERHEAD..... 2.5 GAL/MIN  
 W.C..... 1.5 GAL/MIN
6. ALL WORK MUST BE INSPECTED BY A LICENSED PROFESSIONAL ENGINEER OR UNDER HIS SUPERVISION PRIOR TO BACKFILLING.
7. THE CONTRACTOR OR HOMEOWNER SHALL NOTIFY THE I.M.S. DESIGN ENGINEER OF ANY CHANGES TO THE APPROVED PLAN AND SHALL OBTAIN HIS APPROVAL BEFORE PROCEEDING WITH THE CHANGES.
8. THE CONTRACTOR SHALL PROVIDE EFFECTIVE MEASURES FOR THE CONTROL OF FUGITIVE DUST EMISSIONS FROM THE PROJECT AND SURROUNDING AREAS CAUSED BY HIS OPERATIONS. THE CONTRACTOR SHALL CONDUCT ALL OPERATIONS SO THAT EXCAVATION, EMBANKMENT AND UNEXPOSED MATERIAL SHALL BE COVERED DURING THE BRIDGING OPERATION TO PREVENT DUST PROBLEMS. THESE MEASURES SHALL MEET THE REQUIREMENTS OF STATE ADMINISTRATIVE RULES, DEPT. OF HEALTH, AIR POLLUTION CONTROL ( 11-60 & 11-50 )
9. FINAL ELEVATION OF THE SEPTIC TANK, DISTRIBUTION BOX AND THE DISPOSAL FIELD WILL BE DETERMINED BY THE CONTRACTOR BASED ON THE ELEVATION OF THE DRINK LINE FROM THE BUILDING AND THE MINIMUM DRAIN LINE SLOPES SHOWN ON THE DRAWINGS.
10. APPROVED BACKFILL MATERIAL INCLUDE SANDY LOAM, SAND, PEA GRAVEL OR CRUSHER SCREENINGS ETC. MATERIAL USED FOR BACKFILL SHALL CONTAIN NO STONE, OR CONCRETE OR OTHER MATERIAL LARGER THAN 3 INCHES. NO VEGETABLE MATTER OF "MOOSE" CLAY SHALL BE PERMITTED.
11. BACKFILL MATERIAL AROUND THE SEPTIC TANK AND OTHER STRUCTURES SHALL BE COMPACTED IN 12 INCH LIFTS TO 95% COMPACTION. WATER SETTING WILL BE PERMITTED BETWEEN LIFTS.
12. THE INTERIOR COVER OVER THE SEPTIC TANK, DISTRIBUTION BOX AND THE ABSORPTION FIELD SHALL BE 12 INCHES. COVER MATERIAL SHALL BE A SUITABLE MATERIAL SUCH AS SANDY CLAY LOAM OR SIMILAR SOIL. COARSE MATERIAL SUCH AS SLAG OR GRAVEL IS NOT RECOMMENDED DUE TO POSSIBLE ODOUR PROBLEMS.
13. THE CONTRACTOR SHALL VERIFY THE LOCATIONS OF THE INVERT OF ALL EXISTING UNDERGROUND FACILITIES BEFORE COMMENCING THE WORK. ANY DISCREPANCIES DISCOVERED BETWEEN THE FIELD CONDITIONS AND THE DRAWINGS SHALL BE BROUGHT TO THE ATTENTION OF THE DESIGN ENGINEER. ALL EXISTING UTILITIES, WHETHER OR NOT SHOWN ON THE PLANS, SHALL BE PROTECTED AND ANY DAMAGE TO THEM SHALL BE REPAIRED AND PAID FOR BY THE CONTRACTOR. PERSONAL LIABILITY RESULTING FROM THE CONTACT WITH THE EXISTING UTILITIES SHALL BE PAYABLE BY THE CONTRACTOR.
14. CONTRACTOR SHALL PROVIDE, INSTALL AND MAINTAIN ALL BARRICADES AND SAFETY DEVICES AND TAKE ALL NECESSARY PRECAUTIONS FOR THE PROTECTION OF THE WORK AND THE CONVENIENCE AND SAFETY OF THE PUBLIC.
15. IF THE CONTRACTOR HAS ANY QUESTIONS PLEASE CONTACT PETER TAYLOR INC AT 245-9154 OR THE DEPARTMENT OF HEALTH AT 245-3323.

**OPERATING INSTRUCTIONS TO OWNERS/USERS OF SEPTIC TANK SYSTEMS**

- ALL WASTEWATER FROM YOUR HOME AND WITH FEW EXCEPTIONS, ANYTHING NORMALLY DISPOSED BY THE HOME PLUMBING SYSTEM CAN BE HANDLED BY YOUR SEPTIC SYSTEM
1. USE BIODEGRADABLE DETERGENTS WHEREVER POSSIBLE TO INSURE EFFICIENCY AND MAXIMUM LIFE BETWEEN PUMPINGS.
  2. FOR PROPER OPERATION KEEP THE FOLLOWING OUT OF YOUR SEPTIC SYSTEM:
    - A) PLASTIC PRODUCTS - RUBBER PRODUCTS - TOWELS - WASH CLOTHS - SANITARY WIPERS - ROP STRINGS.
    - B) WINE - POUR INTO A CONTAINER AND DISPOSE ELSEWHERE.
    - C) LIME - DISPOSE OR ELSEWHERE NOT DOWN THE DRAIN.
    - D) RAGS AND SCOURING PADS.
    - E) DISPOSABLE DIAPERS.
    - F) WATER SOFTENER BACKWASH.
  - 3 - YOUR SEPTIC TANK WILL NEED PUMPING FROM TIME TO TIME DEPENDING ON USAGE. HAVE LICENSED PUMPING CONTRACTOR LEAVE AT YOUR TANK AFTER SIX MONTHS. IT WILL PROBABLY GO A YEAR OR MORE WITH NORMAL USAGE.
  - 4 - WASTEWATER SLUDGE MUST BE DISPOSED OF ONLY AT A SOLID WASTE DISPOSAL FACILITY WHICH HAS A PERMIT TO ACCEPT SUCH MATERIAL.

**FOR ADDITIONAL INFORMATION**

ADDITIONAL INFORMATION ON SEPTIC TANKS CAN BE FOUND IN U.S. DEPARTMENT OF HEALTH, EDUCATION AND WELFARE PUBLICATION NO. 1 1974 72-18028. MANUAL OF SEPTIC TANK PRACTICE. AVAILABLE FROM THE UNITED STATES SUPERINTENDENT OF DOCUMENTS, P.O. WASHINGTON D.C. OR CALL THE NATIONAL SWAMP FLOOD CONTROL HOUSE AT 1-800-824-6381.