



SELLER'S REAL PROPERTY DISCLOSURE STATEMENT
Hawaii Association of REALTORS® Standard Form
Revised For Release

FOR USE DURING
 5/9/19 SFC Mtg
 Only



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Information Obtained from Public Records
(May Be Completed by Listing Broker)

Seller(s) Name(s) (All on Title): _____
 Property Reference or Address: _____
 Tax Map Key: Div. _____ /Zone _____ /Sec. _____ /Plat _____ /Parcel _____ /CPR _____ (if applicable).
 County Zoning: _____ State Land Use Designation: _____
 Fee Simple Leasehold Flood Zone _____
 Licensee: _____ Brokerage Firm: _____

Purpose of Disclosure Statement: Pursuant to Hawaii Revised Statutes, Chapter 508D (for residential real property), and under common law (for all other real estate transactions, including the sale of vacant land) a seller of residential real property is obligated to fully and accurately disclose in writing to a buyer all "material facts" concerning the property. **"Material facts" are defined as "any fact, defect, or condition, past or present, that would be expected to measurably affect the value to a reasonable person of the residential real property being offered for sale.** This Disclosure Statement may exclude information regarding: 1) whether an occupant of the property was afflicted with acquired immune deficiency syndrome (AIDS), 2) the residential property was the site of an act or occurrence that had no effect on the physical structure or the physical environment of the property. This Disclosure Statement is intended to assist Seller in organizing and presenting all material facts concerning the Property. It is very important that Seller exercise due care in preparing responses to questions posed in the Disclosure Statement, and that all responses are made in good faith, are truthful and complete to the best of Seller's knowledge because Seller's agent, Buyer and Buyer's agent may rely upon Seller's disclosures. **SELLER IS ENCOURAGED TO OBTAIN PROFESSIONAL ADVICE AND/OR HAVE AN EXPERT INSPECT PROPERTY PRIOR TO PREPARING THE DISCLOSURE STATEMENT.**

MUST BE COMPLETED BY SELLER ONLY

Seller's Statement: This is a statement concerning information relating to the condition of Property that: (i) is within the knowledge or control of Seller; (ii) can be observed from visible, accessible areas; or (iii) which is required by Section 508D-4.5 and 508D-15, Hawaii Revised Statutes. Seller may not be aware of problems affecting Property, and there may be material facts of which Seller is not aware that qualified experts may be able to discover or time may reveal. Unless Buyer has been otherwise specifically advised, Seller has not conducted any inspections of generally inaccessible areas of Property. The statements made below are made by Seller and are not statements or representations of Seller's agent unless specifically identified. The Disclosure Statement and the disclosures made by Seller are provided exclusively to Buyers involved in this transaction only, and do not apply to any subsequent sales not involving this Seller.

THIS DISCLOSURE STATEMENT IS NOT A WARRANTY BY SELLER OR BY ANY AGENT REPRESENTING SELLER AND IS NOT A SUBSTITUTE FOR ANY EXPERT INSPECTION, PROFESSIONAL ADVICE, OR WARRANTY THAT BUYER MAY WISH TO OBTAIN. THEREFORE IT IS RECOMMENDED THAT BUYER PERFORM BUYER'S OWN DUE DILIGENCE.

If not presently owner occupied, date of Seller's last visit _____.

Has the property ever been rented during your term of ownership? Yes No If yes, Seller shall disclose all material facts obtainable from Property Manager(s). Name of Property Manager(s): _____

If the Property is subject to a recorded Declaration, Seller is subject to mandatory disclosure obligations pursuant to Hawaii Revised Statutes Chapter 508D as amended. To the extent that the Act applies, Seller shall provide the documents and any amendments or supplements within the deadlines set forth in Paragraph M-1 of the Purchase Contract.

BUYER'S INITIALS & DATE

SELLER'S INITIALS & DATE



General Instructions to Seller: (1) Answer ALL questions in the applicable sections. (2) If checked or answered yes, explain all material facts known to you in Section G. (3) If additional space is needed to explain material facts, attach additional pages and sign/date at the bottom. (4) Each property/dwelling/structure shall have its own Disclosure. (5) NTMK means NOT TO MY KNOWLEDGE. (6) NA means NOT APPLICABLE and cannot be answered by "Yes," "No" or "NTMK."

A. GENERAL: Do any of the following conditions exist?

- | | YES | NO | NTMK | NA | |
|------|-----|-----|------|-----|---|
| 1) | [] | [] | [] | [] | Does any other party have an unrecorded interest in this Property and/or a say in its disposition? |
| 2) | [] | [] | [] | [] | Are there any lawsuits or foreclosure actions affecting this Property? |
| 3) | [] | [] | [] | [] | Are there any easements affecting this Property? |
| 4) | [] | [] | [] | [] | Are there any roadways, driveways, walls, fences, and/or other improvements which are shared with adjoining land owners? |
| 5) | [] | [] | [] | [] | Are there any known encroachments? |
| 6) | [] | [] | [] | [] | Are there any written agreements concerning items 3, 4 or 5? |
| 7) | [] | [] | [] | [] | Have there ever been substances, materials, or products known to be an environmental or health hazard such as, but not limited to, asbestos, formaldehyde, by-products of methamphetamine manufacturing, radon gas, lead-based paint, fuel or chemical storage tanks, contaminated soil or water? |
| 8) | [] | [] | [] | [] | Is there filled land on this Property? |
| 9) | [] | [] | [] | [] | Has there ever been any settling or slippage, sliding, subsidence, or other soil problem? |
| 10) | [] | [] | [] | [] | Has there ever been any drainage, water infiltration, seepage, flooding, or grading problems? |
| 11) | [] | [] | [] | [] | Are there any violations of government regulations/ordinances related to this Property? |
| 11a) | [] | [] | [] | [] | (a) Are there any zoning or setback violations and/or citations? |
| 11b) | [] | [] | [] | [] | (b) Are there any nonconforming uses or restrictions on rebuilding? |
| 12) | [] | [] | [] | [] | Is the Property subject to any recorded or unrecorded land lease (e.g. Pasture lease, sandwich lease)? |
| 12a) | [] | [] | [] | [] | (a) If yes, are there any violations of the land leases? |
| 13) | [] | [] | [] | [] | Is the Property licensed for any transient accommodations (e.g. Transient Vacation Rentals, B&B)? |
| 13a) | [] | [] | [] | [] | (a) If yes, are there any periodic re-licensing requirements? |
| 13b) | [] | [] | [] | [] | (b) Are there any violations of the license? |
| 14) | [] | [] | [] | [] | Is this Property subject to Covenants, Conditions and Restrictions (CC&Rs)? |
| 14a) | [] | [] | [] | [] | (a) Are there any violations of the Covenants, Conditions and Restrictions covering this Property? |
| 15) | [] | [] | [] | [] | Is there any damage caused by tree roots to the Property or another property? |
| 16) | [] | [] | [] | [] | Is the Property located in a Special Management Area? |
| 16a) | [] | [] | [] | [] | (a) If Oceanfront Property, are there any past and existing State Shoreline Certification? If yes, please attach |
| 17) | [] | [] | [] | [] | Is this Property located in a geothermal subzone or near a geothermal facility? |
| 18) | [] | [] | [] | [] | Is the Property located in a tsunami evacuation zone? |
| 19) | [] | [] | [] | [] | Is the Property located in a Special Flood Hazard Area based on FEMA's Flood Insurance Rate Maps (FIRM)? |
| 19a) | [] | [] | [] | [] | Has this property ever received Federal Disaster Funds? |
| 19b) | [] | [] | [] | [] | (a) Does the Property have a Pre-Flood Insurance Rate Map structure built before the following:
Honolulu County 9/3/1980,
Maui County 6/1/1981, Kauai County 11/4/1981, Hawaii County 5/3/1982 |
| 19c) | [] | [] | [] | [] | (b) Is there an Elevation Certificate? If yes, please attach |
| 20) | [] | [] | [] | [] | Is the Property located in volcanic hazard Zone 1 or 2? (Only applicable to Island of Hawaii) |
| 21) | [] | [] | [] | [] | Is there any existing or past damage to the Property or any of the structures (interior or exterior) from earthquake, fire, smoke, flooding, leaks, landslides, falling rocks, tsunami, volcanic activity, or wind? |
| 22) | [] | [] | [] | [] | Is the Property subject to air pollution? (e.g., "VOG", Smog) If yes, clarify type of pollution. |
| 23) | [] | [] | [] | [] | Is the Property exposed to other types of recurring excessive noise (e.g., night club, school, street traffic, animals, coqui frogs)? |
| 24) | [] | [] | [] | [] | Are there any additional facts regarding the Property that may be deemed a material fact (e.g., history of homicide, felony, suicide, burglary)? |
| 25) | [] | [] | [] | [] | Are there any other additional material facts related to the Property concerning historic registers, Hawaii's Historic Preservation Program, archaeological surveys or historic features? |
| 26) | [] | [] | [] | [] | Are there any additional material facts regarding the neighborhood that would be expected to measurably affect the value of the Property (e.g., pesticides, soil problems, irrigation, odors, pending development in the area, road widening projects, zoning changes; rail, etc.)? |
| 27) | [] | [] | [] | [] | Is the Property located in the regular path of aircraft and does it experience regular excessive aircraft noise? |
| 28) | [] | [] | [] | [] | Is the Property located within the boundaries of the Air Installation Compatibility Use Zone of any Air Force, Army, Navy, or Marine Corps airport as officially designated by military authorities? |
| 29) | [] | [] | [] | [] | Are you aware of the presence of or removal of unexploded military ordinance in this general area? |
| 30) | [] | [] | [] | [] | Is access to the Property restricted?
<input type="checkbox"/> Private Road <input type="checkbox"/> By Easement <input type="checkbox"/> Other |

BUYER'S INITIALS & DATE

SELLER'S INITIALS & DATE

[] B. ASSOCIATIONS: Do any of the following conditions exist? If "yes", reference the number, and describe in Section G. [] Section B is not applicable to Property.

YES NO NTMK NA

- 31) [] [] [] [] [] Is the Property part of a Condominium Property Regime (CPR)?
32) [] [] [] [] [] Are there any "common area" facilities (such as pools, tennis courts, walkways, or other areas) co-owned in undivided interest with others?

YES NO NTMK NA

- 33) [] [] [] [] [] Is the Property subject to a Homeowners' and/or Community Association or any other Association?
33a) _____ (a) Is membership mandatory? [] Yes [] No
33b) _____ Name of the AOA/HOA management firm: _____ Phone Number: _____
33c) _____ (b) If yes, what are the fees and payments? _____
33d) _____ (c) What is included in the fees and payments? _____
33e) [] [] [] [] [] (d) Are you aware of future maintenance fee increases, special assessments, association loans or pending litigation for or against your Association(s)?

C. CONDO/CPR LAND/CPR PROPERTY SPECIFIC: Do any of the following conditions exist? If "yes", check the appropriate box, reference the number, and describe in Section G. [] Section C is not applicable to Property.

YES NO NTMK NA

- 93) [] [] [] [] [] Does this unit include parking? If yes, how many? _____
93a) [] [] [] [] [] (a) [] Assigned [] Unassigned
93b) _____ (b) [] Covered [] Partial [] Uncovered [] Private Garage [] Carport
93c) _____ (c) [] Standard [] Compact [] Tandem
94) [] [] [] [] [] Do you have knowledge of any parking problems for your unit?
95) [] [] [] [] [] Do you have assigned and/or deeded storage space outside of your unit?
96) [] [] [] [] [] Were additions, modifications, and/or alterations made to your Property without obtaining required association approval?
97) [] [] [] [] [] Are there any restrictions/prohibitions imposed upon pet ownership?
98) [] [] [] [] [] Is your unit sprinklered for fire protection?
99) [] [] [] [] [] Has there been any damage to your unit due to leakage or water penetration from units above or adjacent to your unit or damage due to leakage or water penetration to apartments below your unit?
100) [] [] [] [] [] Are you aware of any defects to the common or limited common elements affecting the unit?
101) [] [] [] [] [] Are you aware of any litigation affecting your complex?

D. UTILITIES AND SERVICES: Complete and describe problems, if any, in Section G.

- 34) What is your source of water supply?
a) [] Public [] Private
Is this Property separately metered? [] Yes [] No
Is this a sub-meter? [] Yes [] No
Is there a shared water supply? [] Yes [] No
b) [] Catchment: Tank type _____ Capacity _____ Age _____ Condition _____
c) [] Other _____
35) What type of waste water/sewage system do you have?
a) [] Public Sewer [] Private Sewer Connected? [] Yes [] No
If not, is connection currently required? [] Yes [] No
Is there a separate sewer fee? [] Yes [] No Amount of current sewer fee _____
b) [] Cesspool [] Septic System [] Individual Sewage Treatment Plant Location _____
Last Pumped _____ How Often? _____
c) [] Abandoned septic or cesspool Location _____ Filled? [] Yes [] No [] NTMK
d) Does the cesspool serve more than one dwelling or living unit (A "dwelling" or, "living unit" is defined as having its own kitchen/food preparation area, bathroom and sleeping/living area), including "ohana" units? [] Yes [] No
NOTE: Hawaii state law requires all cesspools be converted to septic systems or must connect to a sewer system before January 1, 2050.

- 36) What is your source of electrical power?
[] Public [] Photo Voltaic [] Other: _____
a) Is the Property subject to Special Subdivision Project Provision (SSPP) connection fees? [] Yes [] No
b) Hawaii law requires Sellers who pay their electricity bills directly to make a good faith declaration of electricity costs based upon the most recent three-month period that the property was occupied. In this context, please answer the following:
Do you pay your electrical utility bill directly? [] Yes [] No
If yes, please state the amount you paid for electricity for the most recent three-month period that the property was occupied.

BUYER'S INITIALS & DATE

SELLER'S INITIALS & DATE

Mon/Yr: _____ Amount: _____ Mon/Yr: _____ Amount _____ Mon/Yr: _____ Amount: _____

Buyer's actual electricity costs may vary substantially based on usage or consumption. **If Seller's usage is significantly lower or higher than normal usage would suggest, please describe in Section G.**

c) If Seller's interest in a photovoltaic system is included in the sale, please answer the following and attach ALL applicable documentation (i.e. leases/finance agreements, service/maintenance agreements, utility agreements net metering / buyback and/or credit agreements, user manuals, battery maintenance and warranties)

Is the system [] Leased [] Financed [] Owned outright _____

d) If there is a photovoltaic system, does it contain an energy storage system, such as batteries? [] Yes [] No

37) If a Solar Hot Water System is included with the sale, please answer the following and attach ALL applicable documentation (i.e. lease/financing agreement, service/maintenance agreements, user manuals).

Is the system [] Leased [] Financed [] Owned outright Year installed: _____

38) If a Security Alarm and/or Home Automation System is included with the sale, please answer the following and attach ALL applicable documentation (i.e. lease/financing agreement, service/maintenance agreements, user manuals).

Is the system [] Leased [] Financed [] Owned outright [] Monitored

39) Gas: [] Piped [] Tank [] None

40) Telephone Service: [] Traditional [] Cable [] Cell [] Satellite

41) Television Service: [] Cable [] Satellite [] Antenna [] Not available

42) Broadband Internet [] DSL [] Cable [] None [] Other

43) US Postal Delivery: [] PO Box [] Community Box [] Individual Curbside Box [] None

[] E. IMPROVEMENTS: Do any of the following conditions exist? If "yes", reference the number, and describe in Section G.

YES NO NTMK NA

44) [] [] [] [] [] Were any improvements, additions, structural modifications or alterations built without building permits, association design committee or other governmental approvals?

45) [] [] [] [] [] For any improvement(s) subject to a mechanic's and materialman's lien, has Notice of Completion been published?

45a) _____ (a) [] Date of publication _____ [] Unknown

46) [] [] [] [] [] Were any of the building permits not finalized (closed) by the permitting agency?

YES NO NTMK NA

47) [] [] [] [] [] Were any of the improvements to this Property built under an owner-builder permit?

47a) _____ (a) Date of Final Inspection Approval by the County: _____

48) [] [] [] [] [] Is the Seller/Builder a licensed contractor who is providing warranties?

49) [] [] [] [] [] Have you given any release or waiver of liability, or release from a warranty to any government agency, contractor, engineer, architect, land surveyor, or landscape architect, for any defect, mistake, or omission in the design or construction of this Property?

50) [] [] [] [] [] Has the roof been repaired or replaced?

50a) _____ (a) When and by whom? _____

50b) _____ (b) What is the age of the roof? _____

50c) [] [] [] [] [] (c) Are there any transferable warranties?

51) [] [] [] [] [] Has there been any evidence or presence of mold, mildew and/or fungus?

51a) [] [] [] [] [] (a) If yes, was there treatment? When and how?

52) [] [] [] [] [] Has there been any evidence of pest infestation (e.g., roaches, fleas, bedbugs, mites, ticks, ants, rats, centipedes, etc.)?

52a) [] [] [] [] [] (a) If yes, was there treatment? When and how?

53) [] [] [] [] [] Has there been any evidence or presence of wood destroying organisms in the improvements (e.g., termites, powder post beetles, dry rot, carpenter ants/bees, etc.)?

53a) [] [] [] [] [] (a) If yes, was there treatment? When and how? Has there been professional treatment? List who treated and date(s).

53b) [] [] [] [] [] (b) Is there any known damage to the improvements caused by wood destroying organisms? If yes, what areas were effected?

53c) [] [] [] [] [] (c) Has the damage been repaired? If yes, list repairs.

53d) [] [] [] [] [] (d) Are there any warranties for treatment or repairs? Who provides the warranties and dates of warranties?

F. DEFECTS, REPAIRS OR REPLACEMENTS (Past or present): Check items listed below if you are aware of any past or present defects, repairs or replacements. If checked, use the same number and describe in Section G.

- | | | |
|--|---------------------------------------|-------------------------------------|
| (54) [] Air conditioning | (67) [] Fences/Perimeter Walls/Gates | (80) [] Solar Water Systems |
| (55) [] Appliances | (68) [] Fire Sprinkler System | (81) [] Solar/Photovoltaic Systems |
| (56) [] Bathtubs/showers/Basins/Toilets | (69) [] Fireplace/Chimney | (82) [] Spa/Hot Tub/Sauna |
| (57) [] Ceilings | (70) [] Floors/Floor Coverings | (83) [] Swimming Pool |
| (58) [] Ceiling Fans | (71) [] Foundations/Slabs | (84) [] Ventilation Systems |
| (59) [] Central Vacuum Systems | (72) [] Gutters/Down Spouts | (85) [] Walkways |

BUYER'S INITIALS & DATE

SELLER'S INITIALS & DATE

Under Hawaii law, unless otherwise agreed to in the Purchase Contract, Buyer shall have fifteen (15) calendar days from the date of receiving the Disclosure Statement to examine the Disclosure Statement and to rescind the Purchase Contract. Such rescission must be made in writing and provided to Seller directly or Seller's agent. If timely written notice is provided, then all deposits made by Buyer shall be immediately returned to Buyer. Failure to deliver the written notification to the Seller within the specified period shall be deemed an acceptance of the disclosure statement.

Seller gives permission to any Broker to provide this statement to any Buyer whose identity has been made known to Seller, a lending institution, or the escrow company involved in the transaction between the parties.

SELLER

DATE

SELLER

DATE

NOTE: THERE IS NO WARRANTY ON PLAIN LANGUAGE. An effort has been made to put this agreement into plain language. But there is no promise that it is in plain language. In legal terms, THERE IS NO WARRANTY, EXPRESSED OR IMPLIED, THAT THIS AGREEMENT COMPLIES WITH CHAPTER 487A OF THE HAWAII REVISED STATUTES. This means that the Hawaii Association of REALTORS® is not liable to any Buyer, Seller, or other person who uses this form for any damages or penalty because of any violation of Chapter 487A. People are cautioned to see their own attorneys about Chapter 487A (and other laws that may apply).

BUYER'S INITIALS & DATE

SELLER'S INITIALS & DATE