



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

CLEAN - For use during 9-10
 SFC Meeting 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).
 Project Name (if applicable): _____ Association Name (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."** Pursuant to Hawaii Revised Statutes, Chapter 508D-8, 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. 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. **BUYER SHOULD TAKE CARE TO PROTECT BUYER'S OWN INTEREST BY OBTAINING PROFESSIONAL ADVICE AND BY CONDUCTING THOROUGH INSPECTIONS AND OBTAINING EXPERT HELP IN EVALUATING PROPERTY AND BY OBTAINING BUYER'S OWN PUBLIC RECORDS.** 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 OF ANY KIND 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.

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): _____

General Instructions to Seller: (1) Answer ALL questions in Sections A and B. (2) If Sections C, D, E, OR F apply to the subject property, even in part, that section shall be marked with a _____ and the entire section must be filled out in its entirety. If sections C, D, E or F do not apply to the subject property then that section should be marked with an NA. (3) If any items are checked or answered yes, explain all material facts known to you in Section G. (4) If additional space is needed to explain material facts, attach additional pages to this disclosure and sign/date at the bottom of each page. (5) Each

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property/dwelling/structure shall have its own Disclosure. (6) NTMK means NOT TO MY KNOWLEDGE. (7) NA means NOT APPLICABLE and cannot be answered by "Yes", "No", or "NTMK".

A. GENERAL: Do any of the following exist? If yes, check the appropriate box, reference the number, and describe in Section G.

YES NO NTMK NA

- 1) Is this Property subject to Covenants, Conditions and Restrictions (CC&Rs)?
- 1a) Are there any violations of the Covenants, Conditions and Restrictions covering this property?
- 2) Is your property used for transient accommodations (e.g. Short Term Vacation Rentals, B&B)?
- 2a) Is your property lawfully used for transient accommodations?
- 2b) Is your property licensed for transient accommodations?
- 2c) If yes, are there any periodic re-licensing requirements?
- 2d) Are there any violations of the license?
- 3) Is your property subject to any recorded or unrecorded land lease (e.g. Pasture lease, sandwich lease)?
- 3a) If yes, are there any violations of the land leases?
- 4) Is your property located in a Special Management Area?
- 4a) If Oceanfront Property, are there any past and existing State Shoreline Certification? If yes, please attach.
- 5) Is your property located in a tsunami evacuation zone?
- 6) Is your property located in volcanic hazard Zone 1 or 2? (Only applicable to Island of Hawaii)
- 7) Is your property subject to air pollution? (e.g., "VOG", Smog) If yes, clarify type of pollution.
- 8) Is your property located in a geothermal subzone or near a geothermal facility?
- 9) Is your property located in the regular path of aircraft and does it experience regular excessive aircraft noise?
- 10) Is your 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?
- 11) Are you aware of the presence of or removal of unexploded military ordnance in this general area?
- 12) Is your property located in a Special Flood Hazard Area based on FEMA's Flood Insurance Rate Maps (FIRM)?
- 12a) Does your 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
- 12b) Is there an Elevation Certificate? If yes, please attach.
- 12c) Has your property ever received Federal Disaster Funds?
- 13) Are there any easements affecting your property?
- 14) Are there any roadways, driveways, walls, fences, and/or other improvements which are shared with adjoining land owners?
- 15) Are there any known encroachments?
- 16) Are there any written agreements concerning items 13, 14, or 15?
- 17) Is access to the Property restricted?
[] Private Road [] By Easement [] Other
- 18) Are there any violations of government regulations/ordinances related to your property?
- 18a) Are there any zoning or setback violations and/or citations?
- 19) Are there any restrictions on rebuilding?
- 20) Are there any nonconforming uses or unpermitted structures on your property?
- 21) Is your property exposed to other types of recurring excessive noise (e.g., night club, school, street traffic, animals, coqui frogs)?
- 22) Are there any additional facts regarding your property that may be deemed a material fact (e.g., history of homicide, felony, suicide, burglary)?
- 23) Are there any other additional material facts related to your property concerning historic registers, Hawaii's Historic Preservation Program, archaeological surveys or historic features?
- 24) Is there any existing or past damage to your property or any of the structures (interior or exterior) from earthquake, fire, smoke, flooding, leaks, landslides, falling rocks, tsunami, volcanic activity, or wind?
- 25) Are there any additional material facts regarding the neighborhood that would be expected to measurably affect the value of your property (e.g., pesticides, soil problems, irrigation, odors, pending development in the area, road widening projects, zoning changes; rail, etc.)?
- 26) 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?
- 27) Is there filled land on your property?
- 28) Has there ever been any settling or slippage, sliding, subsidence, or other soil problem?
- 29) Has there ever been any drainage, water infiltration, seepage, flooding, or grading problems?
- 30) Is there any damage caused by tree roots to your property or another property?
- 31) Were additions, modifications, and/or alterations made to your property without obtaining required approvals?
- 32) ~~Are there any nonconforming uses or unpermitted structures on your property?~~

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- 33) Does any other party have an unrecorded interest in your property and/or a say in its disposition?
- 34) Are there any lawsuits or foreclosure actions affecting your property?
- 35) If you purchased this property as a foreclosure, was the foreclosure judicial or non-judicial?

B. UTILITIES AND SERVICES: Do any of the following exist? If yes, check the appropriate box, referenced the number, and describe in Section G.

- 1) 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 _____

- 2) 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 Shared Septic System Individual Sewage Treatment Plant
 Location _____ Last Pumped _____ How Often? _____
 c) 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
 d) Abandoned septic or cesspool Location _____ Filled? _____

- 3) What is your source of electrical power?
 Public PhotoVoltaic 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 Tenant Paid

 If yes, please state the amount you paid for electricity for the most recent three-month period that the property was occupied.
 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
 4) 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: _____
 5) 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
 6) Gas: Piped Tank None
 7) Telephone Service: Traditional Cable Cell Satellite
 8) Television Service: Cable Satellite Antenna Not available
 9) Broadband Internet DSL Cable None Other
 10) US Postal Delivery: PO Box Community/Cluster Box Individual Curbside Box Other: _____

[] C. ASSOCIATIONS (Condominium associations/CPR are described in Section D): Answer the following questions.

- 1) Name of Homeowners Association (HOA)/Community Association (CA) Management Firm(s): _____ Phone(s): _____
- 2) Is membership mandatory? Yes No
- 3) HOA/CA fee(s) and payment frequency: _____

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What is included in the fee(s)? _____

- 4) If you are aware of future maintenance fee increases, special assessments, association loans or pending litigation for or against your Association, describe. _____
- 5) Are there any "common area" facilities (such as pools, tennis courts, walkways, driveways, or other areas) co-owned in undivided interest with others? _____
- 6) Are there any restrictions/prohibitions imposed upon pet ownership? _____

[] D. CONDO SPECIFIC: Answer the following.

- 1) Name of Association of Apartment/Unit Owners (AOAO/AOOU) Management Firm: _____ Phone(s): _____
- 2) Is membership mandatory? [] Yes [] No
- 3) AOAO/AOOU fee(s) and payment frequency: _____
What is included in the fee(s)? _____
- 4) If you are aware of future maintenance fee increases, special assessments, association loans or pending litigation for or against your Association, describe. _____
- 5) Are there any "common area" facilities (such as pools, tennis courts, walkways, driveways, or other areas) co-owned in undivided interest with others? _____ 6)
Are there any restrictions/prohibitions imposed upon pet ownership? _____
- 7) Is the Seller the developer of the CPR (Condominium Property Regime)? _____
7a) If yes, has the Seller/developer sold one or more of the properties in the CPR? _____
7b) If yes, what is the Expiration date of the Public Report? _____
- 8) Does this unit include parking? If yes, how many? _____ Stall Number(s) _____
[] Assigned [] Unassigned
[] Covered [] Partial [] Uncovered [] Private Garage [] Carport
[] Standard [] Compact [] Tandem
- 8a) Do you have knowledge of any parking problems for your unit?
- 9) Has there been any damage to your unit due to leakage or water intrusion from above or adjacent to your unit, or damage caused by leakage or water intrusion from your unit to areas or space below your unit?
- 10) Are you aware of any defects to the common or limited common elements affecting your unit?

[] E. IMPROVEMENTS: Answer the following questions. If you answered yes, check the appropriate box, reference the question number, and describe in the space provided or in Section G.

- 1) Were any improvements, additions, structural modifications or alterations built without building permits, association design committee or other governmental approvals?
- 1a) For any improvement(s) subject to a mechanic's and materialman's lien, has Notice of Completion been published?
- 1b) Date of publication _____ [] Unknown
- 1c) Were any of the building permits not finalized (closed) by the permitting agency?
- 1d) Were any of the improvements to your property built under an owner-builder permit?
Date of Final Inspection Approval by the County: _____
- 4a) Is the Seller/Builder a licensed contractor who is providing warranties?
- 5) 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 your property?
- 6) Is your property sprinklered for fire protection?
- 7) Is your property equipped with smoke/carbon monoxide detectors?
- 8) Has the roof been repaired or replaced?
- 8a) When and by whom? _____
- 8b) What is the age of the roof? _____
- 8c) Are there any transferable warranties?
- 9) Has there been any evidence or presence of mold, mildew and/or fungus?
- 9a) If yes, was there treatment? When and how? _____
- 10) Has there been any evidence of pest infestation (e.g., roaches, fleas, bedbugs, mites, ticks, ants, rats, centipedes, etc.)?
- 10a) If yes, was there treatment? When and how? _____
- 11) 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.)?
- 11a) If yes, was there treatment? When and how? Has there been professional treatment? List who treated and date(s). _____
- 11b) Is there any known damage to the improvements caused by wood destroying organisms? If yes, what areas were affected?

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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).

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