



**SELLER'S REAL PROPERTY DISCLOSURE STATEMENT**  
**Hawaii Association of REALTORS® Standard Form**  
**Revised 12/09 (NC) For Release 5/13**



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Information Obtained from Public Records (May Be Completed by Listing Broker)	
Seller(s) Name(s) (All on Title): <u>Jerry Olinski</u>	
Property Reference or Address: <u>445 Seaside Ave, Island Colony 2910, Honolulu, Hawaii 96815</u>	
Tax Map Key: Div. <u>1</u> /Zone <u>2</u> /Sec. <u>6</u> /Plat <u>21</u> /Parcel <u>26</u> /CPR <u>435</u> (if applicable).	
County Zoning: <u>APARTMENT</u> State Land Use Designation: <u>Urban</u> [ <input checked="" type="checkbox"/> ] Fee Simple [ <input type="checkbox"/> ] Leasehold	
Licensee: <u>Robin Glass</u> Brokerage Firm: <u>Hawaii Home + Commercial LLC</u>	

**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 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 MAY WISH TO OBTAIN PROFESSIONAL ADVICE AND/OR HAVE AN EXPERT INSPECT PROPERTY PRIOR TO PREPARING DISCLOSURE.

**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. 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 November 29, 2013

<b>General Instructions to Seller:</b> (1) Answer <u>ALL</u> questions. (2) If checked or answered yes, explain all material facts known to you in Section I. (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."
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**A. DEFECTS OR REPAIRS (Past or present): Check items listed below if you are aware of any past or present defects or repairs. If checked, use the same number and describe in Section I.**

- |  |   |  |
|--|---|--|
| (1) [ <input type="checkbox"/> ] Appliances                        | (12) [ <input type="checkbox"/> ] Fire Sprinkler System       | (23) [ <input type="checkbox"/> ] Smoke Detectors              |
| (2) [ <input type="checkbox"/> ] Bathtubs/showers/Basins/Toilets   | (13) [ <input type="checkbox"/> ] Fireplace/Chimney           | (24) [ <input type="checkbox"/> ] Solar/Water/Electric Systems |
| (3) [ <input type="checkbox"/> ] Ceilings                          | (14) [ <input type="checkbox"/> ] Floors/Floor Coverings      | (25) [ <input type="checkbox"/> ] Spa/Hot Tub/Sauna            |
| (4) [ <input type="checkbox"/> ] Ceiling Fans                      | (15) [ <input type="checkbox"/> ] Foundations/Slabs           | (26) [ <input type="checkbox"/> ] Swimming Pool                |
| (5) [ <input type="checkbox"/> ] Central Vacuum Systems            | (16) [ <input type="checkbox"/> ] Gutters                     | (27) [ <input type="checkbox"/> ] Walkways                     |
| (6) [ <input type="checkbox"/> ] Counters/Cabinets                 | (17) [ <input type="checkbox"/> ] Heating/Ventilating/Cooling | (28) [ <input type="checkbox"/> ] Walls Exterior               |
| (7) [ <input type="checkbox"/> ] Decking/Railings/Lanai            | (18) [ <input type="checkbox"/> ] Lawn Sprinkler System       | (29) [ <input type="checkbox"/> ] Walls Interior               |
| (8) [ <input type="checkbox"/> ] Doors/Door Bells/Garage Door      | (19) [ <input type="checkbox"/> ] Plumbing                    | (30) [ <input type="checkbox"/> ] Water Features               |
| (9) [ <input type="checkbox"/> ] Driveways                         | (20) [ <input type="checkbox"/> ] Roofs                       | (31) [ <input type="checkbox"/> ] Water Heater                 |
| (10) [ <input type="checkbox"/> ] Electric Outlets/Switches/Lights | (21) [ <input type="checkbox"/> ] Security Systems            | (32) [ <input type="checkbox"/> ] Windows/Jalousies/Skylights  |
| (11) [ <input type="checkbox"/> ] Fences/Perimeter Walls           | (22) [ <input type="checkbox"/> ] Sinks/Faucets               | (33) [ <input type="checkbox"/> ] Other _____                  |

\_\_\_\_\_  
BUYER'S INITIALS & DATE

*[Signature]* 11/29/13  
SELLER'S INITIALS & DATE

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 Seller's Real Property Disclosure Statement  
 RR109 Rev. 12/09



**B. GENERAL: Do any of the following conditions exist? If "yes", use the same number and describe in Section I.**

	YES	NO	NTMK	NA	
34)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Does any other party have an unrecorded interest in this Property and/or a say in its disposition?
35)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Are there any lawsuits or foreclosure actions affecting this Property?
36)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Are there any easements affecting this Property?
37)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Are there any roadways, driveways, walls, fences, and/or other improvements which are shared with adjoining land owners?
38)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Are there any known encroachments?
39)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Are there any written agreements concerning items 36, 37 or 38?
40)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Have there ever been substances, materials, or products which may be an environmental hazard such as, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, contaminated soil or water?
41)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is there filled land on this Property?
42)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Has there ever been any settling or slippage, sliding, subsidence, or other soil problem?
43)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Has there ever been any drainage, water infiltration, seepage, flooding, or grading problems?
44)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Are there any violations of government regulations/ordinances related to this Property?
44a)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	(a) Are there any zoning or setback violations and/or citations?
44b)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	(b) Are there any nonconforming uses or restrictions on rebuilding?
45)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Is the Property currently rented?
45a)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(a) Is there a written Rental Agreement?
46)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Is the Property subject to any recorded or unrecorded land lease (e.g. Pasture lease, sandwich lease)?
46a)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(a) If yes, are there any violations of the land leases?
47)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Is the Property licensed for any transient accommodations (e.g. TVR, B&B)?
47a)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(a) If yes, are there any periodic re-licensing requirements?
47b)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(b) Are there any violations of the license?
48)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Is this Property subject to Covenants, Conditions and Restrictions (CC&Rs)?
48a)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(a) Are there any violations of the Covenants, Conditions and Restrictions covering this Property?
49)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is there any damage caused by tree roots?
50)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Is the Property located in a Special Management Area?
51)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this Property located in a geothermal subzone or near a geothermal facility?
52)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is the Property located in a tsunami evacuation zone?
53)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is the Property located in a Special Flood Hazard Area based on FEMA's Flood Insurance Rate Maps?
54)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is the Property located in volcanic hazard Zone 1 or 2? (Only applicable to Island of Hawaii)
55)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is there any existing or past damage to the Property or any of the structures from earthquake, fire, flooding, landslides, falling rocks, tsunami, volcanic activity, or wind?
56)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Is the Property subject to excessive air pollution? (e.g., "VOG")
57)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Are you aware of any adverse conditions existing in this general neighborhood/area (e.g., pesticides, soil problems, irrigation, odors etc.)?
58)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is the Property exposed to other types of recurring excessive noise (e.g., night club, school, street traffic, animals (e.g. coqui frogs, birds, barking dogs etc.)?
59)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Is there any wildlife refuge or sanctuary in the neighborhood/area?
60)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Are there any additional facts regarding the Property or neighborhood (e.g., history of homicide, felony, or suicide, pending development in the area, road widening projects, zoning changes; etc.)?
61)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is the Property located in the regular path of aircraft and does it experience regular excessive aircraft noise?
62)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	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?
63)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Are you aware of the presence of or removal of unexploded military ordnance in this general area?
64)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Is access to the Property restricted?

**C. IMPROVEMENTS: Do any of the following conditions exist? If "yes", use the same number and describe in Section I.**

	YES	NO	NTMK	NA	
65)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Were any improvements, additions, structural modifications or alterations built without building permits, association design committee or other governmental approvals?
66)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Were any of the building permits not finalized (closed) by the permitting agency?
67)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Were any of the improvements to this Property built under an owner-builder permit?
67a)					(a) Date of Completion of the improvements covered under the owner-builder permit: _____
68)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Is the Seller/Builder a licensed contractor who is providing warranties?
69)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	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?
70)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Has the roof been repaired or replaced?
70a)					(a) When and by whom? _____
70b)					(b) What is the age of the roof? _____
70c)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Are there any transferable warranties? _____

BUYER'S INITIALS & DATE \_\_\_\_\_

SELLER'S INITIALS & DATE \_\_\_\_\_

- |      | YES                      | NO                       | NTMK                                | NA                                  |  |
|------|--------------------------|--------------------------|-------------------------------------|-------------------------------------|--|
| 71)  | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Has there ever been any sign of mold, mildew and/or fungus?  |
| 72)  | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Has there been any sign of, or are you aware of any pest problems (e.g., roaches, fleas, bedbugs, mites, ticks, ants, rats, etc.)?           |
| 73)  | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Is there any presence of wood destroying organisms (e.g., termites, powder post beetles, dry rot, carpenter ants, etc.) in the improvements? |
| 73a) | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | (a) Is there any known damage to the improvements caused by wood destroying organisms?   |
| 73b) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | (b) Has the problem been treated?  |
| 73c) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | (c) Has the damage been repaired?  |
| 74)  | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Has there been any termite treatment? List type and date. _____  |
| 74a) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | (a) Are there any warranties? List type and expiration dates. _____  |
| 75)  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Is there any structural damage due to dry rot or other wood destroying organisms?  |

**D. ASSOCIATIONS: Do any of the following conditions exist? If "yes", use the same number and describe in Section I.**

- |      | YES                                 | NO                                  | NTMK                     | NA                       |   |
|------|-------------------------------------|-------------------------------------|--------------------------|--------------------------|---|
| 76)  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | Is the Property part of a Condominium Property Regime (CPR)?  |
| 77)  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | Are there any "common area" facilities (such as pools, tennis courts, walkways, or other areas) co-owned in undivided interest with others?             |
| 78)  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | Is the Property subject to a Homeowners' and/or Community Association or any other Association?   |
| 78a) | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | (a) Is membership mandatory?  |
| 78b) |                                     |                                     |                          |                          | (b) If yes, what are the fees and payments? <u>\$374</u> per month  |
| 78c) |                                     |                                     |                          |                          | (c) What is included in the fees and payments? <u>Electricity, CATV, Internet, Hotwater, Water, Sewer</u>   |
| 78d) | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (d) Are you aware of future maintenance fee increases, special assessments, association loans or pending litigation for or against your Association(s)? |

**E. UTILITIES: Complete and describe problems, if any, in Section I.**

- 79) What is your source of water supply?  
a)  Public  Private  
Is this Property separately metered?  Yes  No  
Is this a submeter?  Yes  No  
Is there a shared water supply?  Yes  No  
b)  Catchment: Tank type \_\_\_\_\_ Capacity \_\_\_\_\_ Age \_\_\_\_\_ Condition \_\_\_\_\_  
c)  Other \_\_\_\_\_
- 80) 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  Abandoned septic or cesspool  
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
- 81) What is your source of electrical power?  
 Public  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.  
Mon/Yr: \_\_\_\_\_ Amount: \_\_\_\_\_ Mon/Yr: \_\_\_\_\_ Amount: \_\_\_\_\_ Mon/Yr: \_\_\_\_\_ Amount: \_\_\_\_\_  
Buyer's actual electricity costs may vary substantially.
- 82) Gas:  Piped  Tank  None  
83) Telephone Service:  Yes  No  Only party line not included in maintenance fee  
84) Television Cable Service:  Yes  No  Not available  Other TV Service  
85) Broadband Internet  DSL  Cable  None  Other

**F. CONDO SPECIFIC: Do any of the following conditions exist? If "yes", use the same number and describe in Section I.**

- |      | YES                      | NO                                  | NTMK                     | NA                       |   |
|------|--------------------------|-------------------------------------|--------------------------|--------------------------|---|
| 86)  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Does this unit include parking? If yes, how many? <u>0</u>  |
| 86a) | <input type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | (a) <input type="checkbox"/> Assigned <input type="checkbox"/> Unassigned   |
| 86b) |                          |                                     |                          |                          | (b) <input type="checkbox"/> Covered <input type="checkbox"/> Partial <input type="checkbox"/> Uncovered <input type="checkbox"/> Private Garage <input type="checkbox"/> Carport |
| 86c) |                          |                                     |                          |                          | (c) <input type="checkbox"/> Standard <input type="checkbox"/> Compact <input type="checkbox"/> Tandem  |

BUYER'S INITIALS & DATE

*JO* 11/29/13  
SELLER'S INITIALS & DATE

- 87) [ ] [ ] [ ] [ ] [  ] Do you have knowledge of any parking problems for your apartment?  
 88) [ ] [  ] [ ] [ ] [ ] Do you have assigned and/or deeded storage space outside of your apartment?  
 89) [ ] [  ] [ ] [ ] [ ] Were additions, modifications, and/or alterations made to your Property without obtaining required association approval?  
 90) [  ] [ ] [ ] [ ] [ ] Are there any restrictions/prohibitions imposed upon pet ownership?  
 91) [  ] [ ] [ ] [ ] [ ] Is your dwelling sprinklered for fire protection?  
 92) [ ] [ ] [ ] [  ] [ ] Has there been any damage to your Property due to leakage or water penetration from apartments above or adjacent to your apartment or damage due to leakage or water penetration to apartments below your apartment?  
 93) [  ] [ ] [ ] [ ] [ ] Are you aware of any litigation affecting your complex?

**G. FURTHER CONDO NOTICES TO BUYER:**

**UNIT MODIFICATIONS & LANAI ENCLOSURES:** If Buyer is contemplating enclosing a lanai or making other modifications to the Property, an attorney, architect or other professionals knowledgeable in such matters should be consulted first. Obtaining permission to make enclosures or other modifications may involve more than approval by the Association's Board of Directors. Approval may be complex and may require approval from the County or State agencies.

**RESERVE STUDY:** State law requires certain common interest properties to perform a study and make projections of upcoming maintenance expenses for the common elements. The Association must set aside appropriate reserves for those needs. Currently, there is no standardized reserve study. Some studies are very short and simple, while others are long and complex. Some properties may have a summary of the reserve study. It is recommended that Buyer obtain a copy of the summary of the reserve study or if unavailable, the reserve study. Buyer should read the information and seek the guidance of an attorney, accountant and/or other competent professionals to analyze its contents.

**H. PLANNED COMMUNITIES:**

**YES NO NTMK**

- 94) [ ] [  ] [ ] [ ] Is the real property for sale in a Planned Community, as defined in Chapter 421J-2, Hawaii Revised Statutes? If yes, this "Disclosure Statement" shall incorporate by reference the planned community declaration and association documents as those terms are defined in Chapter 421J-2, Hawaii Revised Statutes.

**YES NO**

- 95) [ ] [ ] [ ] If answer to previous question is yes, are the Planned Community declaration and association documents attached to this Disclosure Statement?

**I. Question Number and Explanation:**

36. TaxMap <http://hawaiihome.cc/tmk/6/O26021.pdf> and Title Report. Sewer Easement  
 48 76, 77, 78, 78a. See Condominium Documents, By Laws and House Rules  
 and Public Report Preliminary [http://hawaii.gov/dcca\\_condo/reports/1037P.pdf](http://hawaii.gov/dcca_condo/reports/1037P.pdf)  
 and Public Report Supplemental [http://hawaii.gov/dcca\\_condo/reports/01685.pdf](http://hawaii.gov/dcca_condo/reports/01685.pdf)  
 50. Waikiki Special Design District <http://hawaiihome.cc/pdf/wsd.pdf>  
 52. Flood Zone AE definition <http://hawaiihome.cc/flood.asp#AE>  
 53. FEMA Map <http://hawaiihome.cc/flood/15003C0370F.png>  
 56. Am Lung Association <http://www.stateoftheair.org/2013/city-rankings/cleanest-cities.html> <http://hawaiihome.cc/pdf/air.pdf>  
 59 [http://state.hi.us/dlnr/dar/regulated\\_areas\\_other.html](http://state.hi.us/dlnr/dar/regulated_areas_other.html) <http://www.papahanaumokuakea.gov/>  
 70. (c) There are appliance warranties on oven and cooktop  
 78.d. On January 1, 2014 the maintenance fee is scheduled to be reduced to 355.72 and the electricity to be submeter billed separately  
 90. Pets are not allowed. See house rules.  
 93. See Property Information Form, RR105c

Under Hawaii law, unless otherwise agreed 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.

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  11/29/13 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, AS AMENDED. 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



RECEIPT OF SELLER'S REAL PROPERTY DISCLOSURE STATEMENT

Hawaii Association of REALTORS® Standard Form Revised 4/10 (NC) For Release 5/13



COPYRIGHT AND TRADEMARK NOTICE: This copyrighted Hawaii Association of REALTORS® Standard Form is licensed for use by the entire real estate industry on condition that there shall be no alteration of the printed portions, pagination, or paragraph numbers or breaks.

Property Reference or Address: 445 Seaside Ave, Island Colony 2910, Honolulu, Hawaii 96815

Tax Map Key: Div. 1 /Zone 2 /Sec. 6 /Plat 21 /Parcel 26 /CPR 435 (if applicable).

By signing below, Buyer hereby acknowledges and agrees that Buyer has received a copy of Seller's Real Property Disclosure Statement dated: 11/29/13 and prepared by: Jerry Olinski for the above referenced property.

Buyer further understands that:

- 1. The Seller's Real Property Disclosure Statement was prepared in good faith and with due care by Seller. Buyer may wish to obtain professional advice and/or inspections on the Property within the time frames of the Purchase Contract as agreed to by Buyer and Seller. Unless Buyer has been otherwise advised, Seller has not conducted any inspection of generally inaccessible areas of the Property. There may be material facts of which Seller is not aware which qualified experts may be able to discover or latent or hidden defects which time may reveal. The disclosures made by Seller are provided exclusively to Buyer involved in the Purchase Contract and do not apply to any subsequent sales not involving this Seller.
2. Responses cannot be considered to be substitutes for a careful inspection of the Property by Buyer and/or any inspections which Buyer may choose to obtain.
3. If "NTMK" is marked in response to any questions, Buyer recognizes that this does not mean there may not be a defect which an expert could discover or the passage of time would reveal. Likewise, Buyer recognizes that a problem may be more serious than Seller/Inspector knows.
4. The Seller's Real Property Disclosure Statement is not a warranty of any kind by Seller or by any Brokerage Firm.
5. Unless otherwise agreed in the Purchase Contract, as provided in HRS section 508D-5(b)(2), Buyer shall have fifteen (15) calendar days from the date of delivery of Seller's Real Property Disclosure Statement to rescind the Purchase Contract to purchase the Property. Such rescission must be made in writing and provided to Seller or Seller's Brokerage Firm. If timely written notice is provided, then all deposits made by Buyer shall be immediately returned to Buyer.
6. Hawaii law requires that Buyer sign a receipt of Seller's Real Property Disclosure Statement, a copy of which Buyer shall provide to Seller. Seller or Seller's Brokerage Firm shall retain said receipt for a period of three years. Failure to deliver the written notification to the Seller as provided above shall be deemed an acceptance of the Disclosure Statement.

BUYER DATE BUYER 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, AS AMENDED. 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).

