

RR105c – Project Information Form Condominium/Co-op/PUD.... – comments from membership
July-August 2016

1.		The RR105 should have a shelf life. No older than 30 days and this needs to be stated both on the RR105 and Section M of the purchase contract. In addition all condo documents should have a shelf life of no older than 30 days and this needs to be stated in M-1. I have received condo document and RR105 up to a year old.
2.		There are a lot of condo management co. that have labeled this PIF with their own headings and formats. Are they on board to STANDARDIZE?
3.		Hasn't the term Condominium "Apartment" been superseded by Condominium "UNIT"? Since this form is also used by subdivision HOAs, shouldn't the questions be about UNITS in the project - DEFINED as condominium units (or condominium units/apartments) or subdivided parcels, as applicable? Since a separate RR105c is purchased at significant expense for each transaction, for the sale of a specific "unit", there should be a question asking if the managing agent's records indicate any uncured violations pertaining to the subject unit.
4.		I currently have a big problem with this form. First it is listed on the DROA. As such it becomes a disclosure between the buyer and the seller. As a licensed AOA manager I am not compensated for the sale and I do not want any liability for disclosure errors. Second, those getting paid, (i.e representing the buyer and or the seller will not even touch the RR105c) It appears that you are addressing this issue in the new form but I am not sure entirely , I think if I read it correctly the receipt of project info is meant to address the liability issue ? pls confirm this. Now as to the form. this is a information document for the buyer. Lending info such as how many owners rent, have second homes or investment has what relevance ? And a typical AOA manager may not know what the status of a particular unit is ? Isn't most of this included in the standard disclosure form. I think you need to think carefully about whether is is relevant disclosure info, whether it crosses the line into lending. (note I will fill out any lenders questionnaire as it is specifically for the lender). You can tell I am not a fan of this document. My final comment is that is does duplicate the disclosure and it is used by lenders which i think is not right and if that is the case , it should not be part of the sales contract choices.
5.	A. General & Legal	You ask for the number of units sold, but do not say for what period.
6.	A. General & Legal	I STRONGLY disagree as to the change from use of percentage (%) to "number" especially with respect to delinquent units.
7.	A. General & Legal	Please work with HAR GAC to modify occupancy questions per the request from the lenders. (See separate GAC comments)
8.	A. General & Legal	I would like to express support for the HAR GAC positions on the form. (See separate GAC comments)
9.	A. General & Legal	I agree with HAR GAC's recommended changes to the rr105c form. (See separate GAC comments)
10.	A. General & Legal	Please change the form to better meet lender requirements per Peter Davis and GAC suggestions. Thank you (See separate GAC comments)
11.	A. General & Legal	I agree with the HAR GAC's recommendations to the rr105c form. (See separate GAC comments)
12.	A. General & Legal	Please consider adopting the language changes re: unit occupancy that have been suggested by the HAR-GAC. (See separate GAC comments)
13.	A. General & Legal	Please consider including the recommendations of the HAR GAC committee in regards to this item. Mahalo. (See separate GAC comments)
14.	A. General & Legal	I agree with the HAR GAC's recommendations to the rr105c form. (See separate GAC comments)
15.	A. General & Legal	Please take the recommendation from the GAC to change the wording on the question regarding owner occupancy. The GAC was approached by lenders and then interviewed almost 20 different lenders to get the wording so it best serves everyone. (See separate GAC comments)
16.	A. General & Legal	I support HAR's GAC position on this form. (See separate GAC comments)
17.	A. General & Legal	I am aware of the proposed changes that GAC has recommended for the RR105C Form and think that these changes would be a very good improvement to this form. (See separate GAC comments)
18.	A. General & Legal	I would like to ask that the Standard Forms Committee follow the recommendations provided by Peter Davis, HAR GAC Chair to Roy Sakamoto. (See separate GAC comments)
19.	A. General & Legal	I support the GAC's suggested wording changes for the RR105C Form (See separate GAC comments)
20.	A. General & Legal question (1)	There is an "a" that does not make sense prior to leasehold
21.	C. Financial	C. Financial - can air conditioner chilled water be an option? Many buildings provide chilled water but not the electricity to blow the cooled air into the apartment. D. Project condition - can water heater be included? Mahalo for working on the forms!
22.	20a	20a - is not a Y/N/NTMK question