

## Request to Homeowner/Community Association for Documentation



Homeowner/Community Association Name ("Association"): \_\_\_\_\_

Name(s) of Property Owner(s) ("Seller"): \_\_\_\_\_

Name of Seller's Authorized REALTOR® ("Seller's REALTOR®"): \_\_\_\_\_

Seller's Property Address: \_\_\_\_\_

Seller's Phone Number: \_\_\_\_\_ Seller's Email Address: \_\_\_\_\_

**UTAH CODE SECTIONS 57-8-17 or 57-8a-227** are the relevant sections addressing the **Association's OBLIGATIONS** to produce requested documentation to Seller or Seller's REALTOR® upon this written request ("Notice").

**PLEASE ADVISE:** The Association has **5 DAYS TO COMPLY** from receipt of this Notice.

**1. Request for Association Documentation.**

Seller or Seller's REALTOR® hereby requests that the Association provide the following documentation (see checked box[es]):

- A copy of any restrictive covenants (CC&Rs), rules and regulations affecting the Property.
- A copy of the most recent minutes, budget and financial statements for the Association.

**2. Methods for Association to Provide Documentation to Seller or Seller's REALTOR®.**

- A. The Association may comply with this Notice by making the documentation available via the Association's website (free of charge to the Seller).
- B. If the Association does not currently have an active website, then the Association may email the documentation to the Seller's email address. Alternatively, the Association may notify Seller or Seller's REALTOR® to pick up the physical copies of the documentation at the Association's registered address during regular business hours.

**3. Maximum Association Charge to Provide Documentation.**

If the Association does not have an active website, then the Association may charge NO MORE than 10 cents per page, plus \$15 per hour for the Association's labor costs to provide the documentation to the Seller or the Seller's REALTOR®.

**4. Penalties for Failure to Provide Documentation to Seller or Seller's REALTOR®.**

Failure to provide Seller or Seller's REALTOR® with the documentation may result in the Association:

- A. Paying the reasonable costs to copy the documentation;
- B. Paying a \$25 per day penalty for each day the Seller's request for documentation is unfulfilled starting on day six (6); and
- C. Paying the reasonable attorney fees and costs incurred by the Seller in obtaining the inspection and copies of documentation.

_____	_____
Seller's Signature	Seller's Signature
Date	Date

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