

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").

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 \$20 per hour for the Association's labor costs to provide the documentation to the Seller or the Seller's REALTOR® or the actual costs by a recognized third-party duplicating service.

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

Date

Seller's Signature

Date

This form is COPYRIGHTED by the UTAH ASSOCIATION OF REALTORS® for use solely by its members. Any unauthorized use, modification, copying or distribution without written consent is prohibited. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DESIRE LEGAL OR TAX ADVICE, YOU ARE ADVISED TO CONSULT WITH AN ATTORNEY OR TAX ADVISOR.