



BUYER'S RECEIPT AND ACKNOWLEDGEMENT
Title Commitment, Insurance Claims History and HOA Documentation



1 Buyer: _____

2 Seller: _____

3 Property Address: _____

4 Homeowners Association: _____

5 **The Buyer has received the following:**

6 Yes No N/A

7 **Title Commitment**, including but not limited to Conditions, Covenants and Restrictions (CC&Rs);
 8 deed restrictions; and easements.

9 **Insurance Claims History**

10 **HOA Documentation** as noted below:

11 **The following information is required by law to be provided:**

- 12 1. A copy of the bylaws and the rules of the association.
- 13 2. A copy of the declaration of Covenants, Conditions and Restrictions ("CC&Rs").
- 14 3. A dated statement containing:
- 15 (a) The telephone number and address of a principal contact for the association, which may be an association manager an
 - 16 association management company, an officer of the association or any other person designated by the board of directors.
 - 17 (b) The amount of the common expense assessment and the unpaid common expense assessment, special assessment or other
 - 18 assessment, fee or charge currently due and payable from the Seller.
 - 19 (c) A statement as to whether a portion of the unit is covered by insurance maintained by the association.
 - 20 (d) The total amount of money held by the association as reserves.
 - 21 (e) If the statement is being furnished by the association, a statement as to whether the records of the association reflect any
 - 22 alterations or improvements to the unit that violate the declarations. The association is not obligated to provide information
 - 23 regarding alterations or improvements that occurred more than six years before the proposed sale. Seller remains obligated to
 - 24 disclose alterations or improvements to the Premises that violate the declaration. The association may take action against the
 - 25 Buyer for violations apparent at the time of purchase that are not reflected in the association's records.
 - 26 (f) If the statement is being furnished by the Seller, a statement as to whether the Seller has any knowledge of any alterations or
 - 27 improvements to the unit that violate the declaration.
 - 28 (g) A statement of case names and case numbers for pending litigation with respect to the Premises or the association, including
 - 29 the amount of any money claimed.
- 30 4. A copy of the current operating budget of the association.
- 31 5. A copy of the most recent annual financial report of the association. If the report is more than ten pages, the association may provide a
- 32 summary of the report in lieu of the entire report.
- 33 6. A copy of the most recent reserve study of the association, if any.
- 34 7. Any other information required by law.
- 35 8. A statement for Buyer acknowledgement and signature as required by Arizona Law.

36 **Buyer must mark one of the following and sign/date below:**

37 The above-referenced documentation has been received. Buyer elects to proceed with closing of escrow.

38 Some or all of the above-referenced documentation has not been received.

39 Cure Period Notice is attached.

40 Some or all of the above-referenced documentation has not been received. Buyer specifically releases
 41 holds harmless and indemnifies Broker(s) and agents from any liability for anything that could have been
 42 disclosed by obtaining the above-referenced documentation. Buyer elects to proceed with closing of
 43 escrow.

44 _____
 45 Buyer Signature/Printed Name Date Buyer Signature/Printed Name Date