

**DISCLOSURE STATEMENT
AND
ACKNOWLEDGEMENT OF RECEIPT OF
ARTICLES OF INCORPORATION,
BY-LAWS, AND DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS**

Buyer hereby acknowledges that the buyer has received copies of the declaration, covenants, bylaws, and rules and regulations of the homeowners' association of TIFFANY, in which the property is located, and the buyer understands that these documents constitute an agreement between the association and the buyer. By signing this statement, the buyer acknowledges that the buyer has read and understands the association's declaration, covenants, bylaws, and rules and regulations. The buyer also understands that by completing this purchase, the buyer is responsible for paying assessments to the association. If the buyer does not pay these assessments, the association could place a lien on the property and possibly sell it to collect the debt.

The buyer also understands that any change to the exterior of the property may be subject to architectural review and approval. Failure to secure such review and approval could be a violation of the declaration and could result in remedial action being taken by the association. [Colorado Law: 38-35.7-102(1)(b)(I)]

Buyer's Name (print)

Date

Buyer's Signature

If you are selling your home, you **MUST** provide the buyer with a disclosure statement in bold-faced type (provided, and taken directly from Colorado statute). As the seller, you also have the responsibility to obtain from the buyer a signed acknowledgement of receipt of the required information and disclosure statement. This acknowledgement may be incorporated into the real estate contract or otherwise, of collected a the time of closing. The seller is responsible for delivering the acknowledgement ot the association as soon as possible after it is acquired. [38-35.7-102(1)(b)(II)].

If a seller fails to do the above, the buyer has a claim against the seller for all damages resulting from the seller's failure to comply with disclosure requirements unless 10 the buyer's damages were caused by the association's failure or refusal (without legal justification) to provide documents within its control despite the seller's good faith attempts to obtain them; or 2) the association failed to maintain its records as required by 38-33.3-317. [38-35.7-102(1)(b)(II)].