

Homeowner Association (HOA)

Buyer "*Truth in HOAs*" Disclosure & Consent to be Governed Agreement

By my signature below, I , the undersigned Buyer, have read and understood the restrictions imposed upon me by law and the courts as a member of an HOA, and have agreed to the waiver and/or surrender of my rights explicitly contained below. All other rights not expressly prohibited below or expressly granted below to the HOA are retained by me.

I, the undersigned Buyer, and the undersigned HOA by its President, hereby acknowledge and consent to the following:

(a) that the declaration of covenants, conditions and restrictions (CC&Rs), the bylaws, and any written rules and regulations are treated as binding private contracts by the courts; and that to enforce my rights under or compliance with the governing documents I must file suit in civil court, and that such a civil suit involves no state agency official, attorney general, or county attorney ;

(b) that under current court holdings, I am legally bound by any and all amendment to these documents validly enacted in accordance with the governing documents, with or without my vote or consent, provided that they are found not to be unreasonable, contrary to public policy or unconstitutional; and that an amendment may alter the CC&Rs at the time of purchase, binding me to the amendment without my consent;

(c) that under current law, there are no substantive penalties against violations of the governing documents or state laws by the officers or directors of the association sufficient to serve as a detriment to future violations;

(d) that the association (HOA), as a private entity and not an arm of the state, is not subject to the restrictions and prohibitions of the 14th Amendment to the US Constitution that otherwise protects the rights of the people against actions by public government entities; and that the governing documents in all legal practicality serve as the subdivision's "constitution," taking precedence over state laws and the state and US Constitutions, unless specifically denied by any such laws or legal precedence;

(e) that the governing documents contain due process protections, in instances of alleged violations of the governing documents, that are less than as required under public laws and civil court procedures, that are lacking requirements for an independent tribunal, such as the right to introduce or confront witnesses, or the right to introduce and challenge contrary evidence;

(f) that in any dispute with the HOA, and contrary my rights under the federal fair debts collection practices act (FDCPA), the courts require continued payment of your assessments even while the dispute continues;

(g) that there are no equivalent clean or fair elections procedures as found in public government elections, to protect the integrity of the HOA election process; and

(h) that the practicable ability to institute member "initiatives" and make changes to the governing documents or ACC rules is highly dependent upon the active participation of my neighbors who, as a member of an HOA, have been described as indifferent and apathetic; and that there are no provisions for HOA board "referendums" on issues that ethically should be put to a vote of the members.

Homeowner Association

By its President

Date: _____

Buyer

Date:
