

1 ASSOCIATION) AND THE APPROVAL OF THE
2 ASSOCIATION. PURCHASERS OF PROPERTY
3 WITHIN THE COMMON INTEREST COMMUNITY
4 SHOULD INVESTIGATE THE FINANCIAL
5 OBLIGATIONS OF MEMBERS OF THE
6 ASSOCIATION. PURCHASERS SHOULD
7 CAREFULLY READ THE DECLARATION FOR THE
8 COMMUNITY AND THE BYLAWS AND RULES
9 AND REGULATIONS OF THE ASSOCIATION."

10 (2) (a) THE OBLIGATION TO PROVIDE THE DISCLOSURE SET FORTH
11 IN SUBSECTION (1) OF THIS SECTION SHALL BE UPON THE SELLER, AND, IN
12 THE EVENT OF THE FAILURE BY THE SELLER TO PROVIDE THE WRITTEN
13 DISCLOSURE DESCRIBED IN SUBSECTION (1) OF THIS SECTION, THE
14 PURCHASER SHALL HAVE A CLAIM FOR RELIEF AGAINST THE SELLER FOR
15 ACTUAL DAMAGES DIRECTLY AND PROXIMATELY CAUSED BY SUCH
16 FAILURE PLUS COURT COSTS. IT SHALL BE AN AFFIRMATIVE DEFENSE TO
17 ANY CLAIM FOR DAMAGES BROUGHT UNDER THIS SECTION THAT THE
18 PURCHASER HAD ACTUAL OR CONSTRUCTIVE KNOWLEDGE OF THE FACTS
19 AND INFORMATION REQUIRED TO BE DISCLOSED.

20 (b) UPON REQUEST, THE SELLER SHALL EITHER PROVIDE TO THE
21 BUYER OR AUTHORIZE THE UNIT OWNERS' ASSOCIATION TO PROVIDE TO
22 THE BUYER, UPON PAYMENT OF THE ASSOCIATION'S USUAL FEE PURSUANT
23 TO SECTION 38-33.3-317 (3), ALL OF THE COMMON INTEREST COMMUNITY'S
24 GOVERNING DOCUMENTS AND FINANCIAL DOCUMENTS, AS LISTED IN THE
25 MOST RECENT AVAILABLE VERSION OF THE CONTRACT TO BUY AND SELL
26 REAL ESTATE PROMULGATED BY THE REAL ESTATE COMMISSION AS OF THE
27 DATE OF THE CONTRACT.

28 (3) THIS SECTION SHALL NOT APPLY TO THE SALE OF A UNIT THAT
29 IS A TIME SHARE UNIT, AS DEFINED IN SECTION 38-33-110 (7).

30 **SECTION 15.** 10-4-110.8 (5), Colorado Revised Statutes, is
31 amended to read:

32 **10-4-110.8. Homeowner's insurance - prohibited practices -**
33 **definitions.** (5) (a) In a common interest community, as defined in
34 section 38-33.3-103 (8), C.R.S., a unit owner may file a claim against the
35 policy of the unit owner's association to the same extent, and with the
36 same effect, as if the unit owner were ~~an additional~~ A named insured IF



1 THE FOLLOWING CONDITIONS ARE MET:

2 (I) THE UNIT OWNER HAS CONTACTED THE EXECUTIVE BOARD OR
3 THE ASSOCIATION'S MANAGING AGENT IN WRITING, AND IN ACCORDANCE
4 WITH ANY APPLICABLE ASSOCIATION POLICIES OR PROCEDURES FOR
5 OWNER-INITIATED INSURANCE CLAIMS, REGARDING THE SUBJECT MATTER
6 OF THE CLAIM;

7 (II) THE UNIT OWNER HAS GIVEN THE ASSOCIATION AT LEAST
8 FIFTEEN DAYS TO RESPOND IN WRITING, AND, IF SO REQUESTED, HAS GIVEN
9 THE ASSOCIATION'S AGENT A REASONABLE OPPORTUNITY TO INSPECT THE
10 DAMAGE; AND

11 (III) THE SUBJECT MATTER OF THE CLAIM FALLS WITHIN THE
12 ASSOCIATION'S INSURANCE RESPONSIBILITIES.

13 (b) THE ASSOCIATION'S INSURER, WHEN DETERMINING PREMIUMS
14 TO BE CHARGED TO THE ASSOCIATION, SHALL NOT TAKE INTO ACCOUNT
15 ANY REQUEST BY A UNIT OWNER FOR A CLARIFICATION OF COVERAGE.

16 **SECTION 16. Safety clause.** The general assembly hereby finds,
17 determines, and declares that this act is necessary for the immediate
18 preservation of the public peace, health, and safety."

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