

**RESOLUTION
OF THE
PAWNEE HILLS COMMUNITY ASSOCIATION, INC.
REGARDING POLICY AND PROCEDURE FOR INSPECTION AND COPYING OF
ASSOCIATION RECORDS**

SUBJECT: Adoption of a procedure for the inspection and copying of Association records by Owners and retention of Association permanent records.

PURPOSE: To adopt a policy regarding an Owner's right to inspect and copy Association records and identification of records to be permanently retained by the Association. To adopt a standard procedure to be followed when an Owner chooses to inspect or copy Association records.

AUTHORITY: The Declaration, Articles of Incorporation and Bylaws of the Association and Colorado law, including but not limited to Colorado Revised Non-Profit Act.

EFFECTIVE DATE: Amended August 2019

RESOLUTION: The Association hereby adopts the following Policy and Procedures:

1. Corporation and Association Records. The Association shall retain all records as required by Colorado law.
2. Inspection/Copying Association Records. An Owner or his/her authorized agent is entitled to inspect and copy any of the books and records of the Association subject to the exclusions, conditions, and requirements set forth by Colorado law. Copying of the Association records shall be conducted by a representative of the Association and a record of copies made shall be documented by the Association representative.
3. Charges and Expenses. The Association may impose reasonable charge, covering the costs of labor and materials for copies of any documents provided to the member as set forth by Colorado law.
4. Request for Inspection/Copying Association Records. The Owner shall complete the attached Association's Request Agreement form, stating the purpose for which the inspection and/or copying is requested, at least 5 business days before the date on which the Owner wishes to

inspect and copy such records. The Association is required to comply within a reasonable amount of time following the request.

- a. The inspection and/or copying of the records of the Association shall be conducted during regular business hours by appointment or at the next regularly scheduled Owner or Board meeting at 35644 Cheyenne Trail, Elizabeth, CO 80107.
- b. Failure to properly complete or sign the Agreement shall be valid grounds for denying an Owner the right to inspect and/or copy record of the Association.

5. Proper Purpose/Limitation. Association records, including membership lists, shall not be used by any Owner for improper purpose as determined by Colorado law.

6. Exclusions. The following records shall not be available for inspection and/or copying as they are deemed confidential:

- a. Attorney-client privileged documents and records, unless the Board decides to disclose such communications at an open meeting.
- b. Any documents that are confidential under constitutional, statutory or judicially imposed requirements; and
- c. Any documents or information contained in such documents, disclosure of which would constitute an unwarranted invasion of individual privacy, including but not limited to social security numbers, dates of birth, personal bank account information, and driver's license numbers.

7. Fee/Costs. Any Owner requesting copies of Association records shall be responsible for all actual costs incurred by the Association. The Association may require a deposit equal to the estimated cost of the requested records. Final balance shall be reconciled upon completion of request. Owner shall pay such amount prior to delivery of the copies. Failure to pay such deposit shall be valid grounds for denying an Owner copies of such records. There shall be no cost to any Owner accessing records which are required to be disclosed by Colorado law, if such records are not available on the Association's website.

8. Inspection. The Association reserves the right to have a third party present to observe during any inspection of records by an Owner or the Owner's representative.

9. Original. No Owner shall remove any original book or record of the Association from the place of inspection, nor shall any Owner alter, destroy, or mark in any manner, any original book or record of the Association.
10. Creation of Records. Nothing contained in this Policy shall be construed to require the Association to create records that do not exist or compile records in a particular format or order.
11. Definitions. Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Declaration shall have the same meaning herein.
12. Supplement to Law. The provisions of the Resolution shall be in addition to and in supplement of the terms and provisions of the Declaration and the law of the state of Colorado governing the Project.
13. Deviations. The Board may deviate from the procedures set forth in this Resolution if in its sole discretion such deviation is reasonable under the circumstances.
14. Amendment. This policy may be amended by the Board of Directors at their discretion.

CERTIFICATION

The undersigned certify that the foregoing Resolution was adopted by the Board of Directors of the Association, at a duly called meeting of the Board of Directors on August 27, 2019 and in witness thereof, the undersigned has subscribed his/her name.

PAWNEE HILLS COMMUNITY ASSOCIATION, INC.
A Colorado non-profit corporation,

Cynthia L. Cregger
President

David L. Powell
Vice President

**AGREEMENT REGARDING INSPECTION AND COPYING OF RECORDS
OF THE PAWNEE HILLS COMMUNITY ASSOCIATION, INC.**

I request to inspect and/or obtain copies of the following records of the Pawnee Hills Community Association, Inc. (be as specific as possible): _____

The records shall be used for the following purpose(s): _____

I understand that under the terms of the Colorado Revised Nonprofit Corporations Act, Association records may not be obtained or used for any purpose unrelated to my interest(s) as an Owner. I further understand and agree that without limiting the generality of the foregoing, Association records as set forth by Colorado law may not be:

1. Used to solicit money or property unless such money or property will be used solely to solicit the votes of the Owners in an election held by the Association.
2. Used for any commercial purpose.
3. Sold to, otherwise distributed to, or purchased by any person.
4. Any purpose prohibited by law.
5. Any purpose not related to the reason specified in this Agreement.

I agree to pay for all the actual costs incurred by the Association, which includes the cost to search, retrieve, and copy the record(s) requested. I understand the Association may require a deposit in an amount equal to the anticipated actual cost of the requested records. Final balance shall be reconciled upon completion of request.

In the event, any document requested is used for an improper purpose(s) other than that stated above, I will be responsible for all damages, penalties and costs incurred by the Association, including attorney fees resulting from such improper use. I will additionally be subject to all enforcement procedures available to the Association through its governing documents and Colorado law.

Understood and agreed to by:

Homeowner _____ Date: _____

Homeowner _____ Date: _____

Address _____

Date Received: _____ Board Member _____