

PERSIMMON WOODS TOWNHOMES ASSOCIATION

EXECUTIVE BOARD

RESOLUTION

INSPECTION AND COPYING OF ASSOCIATION RECORDS

Dated: Aug 8, 2013

The Executive Board of Persimmons Woods Townhomes Association, a Colorado nonprofit corporation (the "Association"), hereby approves and adopts the following Resolution:

RESOLVED, that the following Policy of the Association ("Policy") related to Inspection and Copying of Association Records is hereby adopted and ratified:

1. Record Retention. The Association shall retain the following records as required by Colorado law, as follows:

a. Detailed records of receipts and expenditures affecting the operation and administration of the Association;

b. Records of claims for construction defects and amounts received in settlement of those claims;

c. Minutes of all meetings of Owners and the Executive Board, which shall be retained permanently;

d. A record of all actions taken by Owners or the Executive Board without a meeting, which shall be retained permanently;

e. A record of all actions taken by any committee of the Executive Board, which shall be retained permanently;

f. A record of all waivers of notices of meetings of Owners and of the Executive Board or any Committee of the Executive Board, which shall be retained permanently;

g. Written communications among and the votes cast by Executive Board members when such communications and votes are directly related to an action taken by the Executive Board without a meeting pursuant to C.R.S. § 7-128-202 or pursuant to the Association's Bylaws;

h. The names of Owners in a form permitting preparation of a list of all Owners' names and physical mailing addresses, showing the number of votes each Owner is entitled to vote, other than for time-share units;

i. The current declaration, covenants, bylaws, articles of incorporation, rules and regulations, responsible governance policies, and other policies adopted by the Executive Board;

j. Financial statements for the past three years and tax returns of the Association for the past seven years, if available;

k. A list of names, e-mail addresses and physical mailing addresses of current Executive Board members and officers;

- l. The Association's most recent annual report delivered to the Secretary of State, if any;
- m. Financial records sufficiently detailed to enable the Association to comply with C.R.S. § 38.33.3-316(8) concerning statements of unpaid assessments;
- n. The Association's most recent reserve study, if any;
- o. Current written contracts to which the Association is a party and contracts for work performed for the Association within the past two years;
- p. Records of Executive Board or Committee actions to approve or deny any requests for design or architectural approval from Owners;
- q. Ballots, proxies, and other records related to voting by Owners for one year after the election, action, or vote to which they relate;
- r. Resolutions adopted by the Association's Executive Board relating to the characteristics, qualifications, rights, limitations, and obligations of members or any class or category of members; and
- s. All written communications within the past three years to all Owners generally as Owners.

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 below:

- a. The inspection and/or copying of the records of the Association shall be at the Owner's expense;
- b. The inspection and/or copying of the records of the Association shall be conducted during the regular business hours of 9:00 a.m. to 4:00 p.m. at the offices of the Managing Agent, from time to time;
- c. The Owner shall give the Managing Agent a written demand, stating the purpose for which the inspection and/or copying is sought, at least five (5) business days before the date on which the Owner wishes to inspect and/or copy such records; and
- d. The Owner shall complete and sign the Agreement Regarding Inspection of Association Records (the "Agreement") prior to the inspection and copying of any Association record. A copy of the Agreement is attached to this Policy. Failure to properly complete or sign the Agreement shall be valid grounds for denying an Owner the right to inspect and/or copy any record of the Association.

3. Proper Purpose/Limitation of Membership List. The Association's membership list, or any part thereof, shall not be used by any Owner, without the consent of the Executive Board, for:

- a. Any purpose unrelated to an Owner's interest as an Owner;
- b. The purpose of soliciting money or property unless such money or property will be used solely to solicit the votes of the Owners in an election to be held by the Association;
- c. Any commercial purpose;
- d. For the purpose of sale to or purchase by any person; or

- e. Any improper purpose as determined in the sole discretion of the Executive Board.
4. Prohibition on Commercial Use. The Association's records and the information contained within those records shall not be used for commercial purposes.
5. Exclusions. The following records shall NOT be available for inspection and/or copying as they are deemed confidential:
- a. Attorney-client privileged documents, records and communications, and any communications otherwise protected by the attorney work product doctrine, unless the Executive Board decides to disclose such communications at an open meeting;
 - b. Any documents that are confidential under constitutional, statutory or judicially imposed requirements;
 - c. The ballots forms from any secret ballot conducted by the Association, except that same may, at the sole discretion of the Executive Board, be provided with redaction of information relating to the Owner(s) casting such ballots;
 - d. 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; and
 - e. Architectural drawings, plans, and designs, unless released upon the written consent of the legal owner of the drawings, plans, or designs;
 - f. Contracts, leases, bids, or records related to transactions to purchase or provide goods or services that are currently in or under negotiation;
 - g. Records of an executive session of the Executive Board;
 - h. Records concerning individual units other than those of the requesting Owner;
 - i. The names and physical mailing addresses of unit Owners if the unit is a time-share unit, as defined in C.R.S. § 38-33-110(7);
 - j. Any records concerning personnel, salary, or medical records relating to specific individuals; and
 - k. Personal identification and account information of members, including bank account information, telephone numbers, electronic mail addresses, driver's license numbers, and social security numbers.
6. Fees/Costs. Any Owner requesting copies of Association records shall be responsible for all actual costs incurred by the Association, which have been determined to be \$.25 per page for copies. The Association may require prepayment of the actual cost of the requested records. Failure to pay such prepayment of costs shall be valid grounds for denying an Owner copies of such records. If after prepayment it is determined that the actual cost was less than the prepayment, the difference shall be returned to the Owner with the copies. There shall be no cost to any Owner accessing records which are required to be disclosed by Colorado law at no cost to Owners.
7. 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.

8. 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.

9. Creation of Records. Nothing contained in this Policy shall be construed to require the Association to create records that do not exist or compile or synthesize records or information in a particular format or order.

10. Definitions. Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Declaration shall have the same meaning herein.

11. Supplement to Law. The provisions of this 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 Persimmon Woods.

12. Deviations. The Executive Board may deviate from the procedures set forth in this Resolution if in its sole discretion such deviation is reasonable under the circumstances.

CERTIFICATION

I, the undersigned, do hereby certify:

That I am a duly elected and acting Secretary of Persimmon Woods Townhomes Association, a Colorado nonprofit corporation; and

That the foregoing Resolution was duly adopted by action of the Executive Board of the Association at its meeting held on August 8, 2013, at which a quorum was present.

Dated: 8-8-13.


Secretary

Printed Name: William H. Dickerson

EXHIBIT TO
PERSIMMON WOODS TOWNHOMES ASSOCIATION
EXECUTIVE BOARD
RESOLUTION

INSPECTION AND COPYING OF ASSOCIATION RECORDS

**AGREEMENT REGARDING INSPECTION AND COPYING OF RECORDS
OF THE PERSIMMON WOODS TOWNHOMES ASSOCIATION**

I have requested to inspect and/or obtain copies of the following records of the Persimmon Woods Townhomes Association (be as specific as possible): _____
The records shall be used for the following purpose(s) only: _____
I understand that under the terms of the Colorado Revised Nonprofit Corporation 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, the Association's membership list, or any part thereof, may not be:

- (A) 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;
- (B) used for any commercial purpose;
- (C) sold to, otherwise distributed to, or purchased by any person;
- (D) used for any other purpose prohibited by law; or
- (E) used for any purpose not related to the reason specified in this Agreement.

In addition, I understand and agree that no Association records may be used for any commercial purpose.

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

Understood and agreed to by:

Homeowner

Date: _____

Address: _____