

**HILLCREST VILLAGE HOMEOWNERS ASSOCIATION, INC.  
POLICY AND PROCEDURE  
INSPECTION AND COPYING OF ASSOCIATION RECORDS**

Adopted November 14, 2012

The following policy and procedure has been adopted by the Hillcrest Village Homeowners Association, Inc. ("Association") pursuant to Colorado statutes, at a meeting of the Board of Directors ("Board").

1. Current Records. The following records, being the sole records of the Association for purposes of document retention and production to Owners, shall be kept at the Association's office or the office of its managing agent, if any:
  - a. An account for each Unit, which shall designate the name and address of each Owner, the amount of each Assessment, the dates on which each comes due, any other fees payable by the Owner as Assessments, the amounts paid on the account and the balance due;
  - b. An account for each Owner showing any other fees payable by the Owner;
  - c. A list of the names and addresses of all Members showing the number of votes each Unit is entitled to cast;
  - d. A list of the names, electronic mail addresses, and physical mailing addresses of the current Directors and Officers;
  - e. Financial statements of the Association prepared for periods ending during the previous three years;
  - f. The current operating budget;
  - g. Current written contracts to which the Association is a party;
  - h. Detailed records of receipts and expenditures affecting the operation and administration of the Association, including settlement of claims for construction defect unless those settlements are, by their terms, required to be kept confidential;
  - i. Records of Board or committee actions to approve or deny design or architectural approval requests, excluding proprietary designs, architectural drawings or plans without consent of the legal owner of the designs, drawings or plans;
  - j. The most recent reserve study, if any;
  - k. A record of any unsatisfied judgments against the Association and the existence of any pending suits in which the Association is a defendant;
  - l. A record of insurance coverage provided for the benefit of Owners and the Association including company names, policy limits, policy deductibles, additional insureds, and expiration dates of the policies listed;
  - m. Tax returns for state and federal income taxation for the past seven years;
  - n. Minutes of all meetings of the Owners and Directors, a record of all actions taken by Owners or Directors without a meeting, and a record of all actions taken by a committee of the Board;
  - o. Ballots, proxies, and other records related to voting by Owners for one (1) year

- after the election, action or vote to which they relate;
- p. Written communications among and the votes cast by Board members pursuant to the Association's Bylaws and applicable statutes;
- q. Copies of at least the three most recent years' correspondence between the Association and Owners generally as Owners;
- r. Copy of most recent annual report, if any; and
- s. Copies of the most current versions of the Governing Documents, along with their exhibits and schedules, and Board resolutions, if any.

2. Inspection of Association Books and Records by members.

- a. A member or his/her authorized agent is entitled to inspect and copy, at the member's expense and during regular business hours at a reasonable location specified by the Association, any of the records of the Association (except as specifically limited or excluded by Section 4 below).
- b. The member must submit a written request, describing with reasonable particularity the records sought at least ten (10) days prior to inspection or production of the documents.
- c. The Association may limit examination and copying times to normal business hours or the next regularly scheduled Board meeting if the meeting occurs within thirty (30) days of the request.

3. Membership List. Without the consent of the Board of Directors, a membership list or any part thereof may not be obtained or used by any person for:

- a. Any purpose unrelated to a member's interest as a member;
- b. To solicit money or property unless such money or property will be used solely for the purpose of generating materials or holding meetings to solicit the votes of the members in an election to be held by the Association;
- c. Any commercial purpose; or
- d. To be sold to or purchased by any person.

4. Exclusions. The following records and documents may be kept confidential by the Association:

- a. Contracts, leases, bids, or records related to other similar commercial transactions to purchase or provide goods or services that are currently in or under negotiation;
- b. Pending, potential, or threatened litigation, mediation, or arbitration;
- c. Pending or potential matters involving federal, state, or local administrative tribunal or enforcement of the Declaration, Bylaws or Rules;

- d. Communications with legal counsel and all attorney created documents, including, but without limitation, memos, opinion letters, and draft documents prepared at the behest of the Board of Directors;
  - e. Any documents that are confidential under constitutional, statutory or judicially imposed requirements;
  - f. Records of an Executive Session of the Board, including records that may give rise to an Executive Session of the Board;
  - g. Records of individual Units other than those of the requesting Owner;
  - h. Personnel, salary, or medical records relating to a specific individual; or
  - i. Personal identification and account information of members, including bank account information, telephone numbers, electronic email addresses, driver's license numbers, and social security numbers.
5. Copy and other Document Fees. The Association may impose a reasonable charge, covering the costs of labor and materials for copies of any documents the Association provides to a member. The charge may not exceed the actual cost of production and reproduction of the records. The Association, in its sole discretion, may request an deposit prior to providing records if the number of pages requested exceeds twenty five.

If a member requests copies of Association documents which are not in the possession of the Association, the member is responsible for whatever fees and costs are imposed by the entity (CPA, attorney, etc.) holding such records for copy and related costs, including but not limited to labor, materials and postage.

The Association is not obligated to compile or synthesize information.

**PRESIDENT'S**

**CERTIFICATION:** The undersigned, being the President of the Hillcrest Village Homeowners Association, Inc., a Colorado non-profit corporation, certifies that the foregoing policy and procedure was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors on November 14, 2012, and in witness thereof, the undersigned has subscribed his/her name.

**HILLCREST VILLAGE HOMEOWNERS  
ASSOCIATION, INC.,**  
a Colorado non-profit corporation

By: Valerie Lawton  
Valerie Lawton, President

**REQUEST AND AGREEMENT REGARDING INSPECTION AND COPYING OF  
RECORDS OF HILLCREST VILLAGE HOMEOWNERS ASSOCIATION, INC.**

I have requested to inspect and/or obtain copies of the following records of Hillcrest Village Homeowners Association, Inc. (be as specific as possible): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I understand that under the terms of the Colorado Common Ownership Interest Act and Colorado Revised Nonprofit Corporation Act, a membership list, or any part thereof, 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, a 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; or

(D) any other purpose prohibited by law.

In the event a membership list, or any part thereof, any document requested is used in violation of this policy or applicable law, 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: \_\_\_\_\_

\_\_\_\_\_  
Homeowner

Date: \_\_\_\_\_

\_\_\_\_\_  
Address