**RESOLUTION**

**OF** THE

**PRAIRIE VIEW PROPERTY OWNERS ASSOCIATION, INC.**

**REGARDING POLICY** AND **PROCEDURE FOR INSPECTION** AND **COPYING OF**

**ASSOCIATION RECORDS**

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| **SUBJECT:** | Adoption of a procedure for the inspection and copying of Association |

records by Owners and retention of Association permanent records.

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| 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.

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| AUTHORITY: | The Declaration, Bylaws and Articles of Incorporation of the Association |

and Colorado law.

EFFECTIVE

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| **DATE: Nov.1** | *,2006* |

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

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| 1. | The Association shall permanently retain the following records as |

required by Colorado law:

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| � | Minutes of all Board and Owner meetings |

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| � | All actions taken by the Board or unit Owners by written |

ballot in lieu of a meeting

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| � | All actions taken by a committee on the behalf of the Board |

instead of the Board acting on behalf of the Association

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| � | All waivers of the notice requirements for unit owner |

meetings, Board member meetings, or committee meetings

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| 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:

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| (a) | The inspection and/or copying of the records of the |

Association shall be at the Owner�s expense, which may be

collected by the Association in advance;

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| (b) | The inspection and/or copying of the records of the |

Association shall be conducted during regular business hours of 9:00 a.m. and 5:00 p.m. at 2950 Eclectic Court, Watkins, Colorado 80137, or during the next regularly scheduled Owner or Board meeting occurring within 30 days of the Owner�s request;

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| (c) | The Owner shall give the Association�s managing agent a |

written demand, stating the purpose for which the inspection and/or copying is sought. The Association shall make the requested records available within five business days of the Owner�s request or at the next regularly scheduled Owner or Board meeting if the next regularly scheduled Owner or Board meeting occurs within 30 days of the Owner�s request, in the sole discretion of the Board. The Board shall advise the Owner of the time and place of such inspection in writing within five business days of the Owner�s request; and

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| (d) | The Owner shall complete and sign the Agreement |

Regarding Inspection of Association Records 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.

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| 3. | Proper Purpose/Limitation . Association records, including |

membership lists, shall not be used by any Owner for:

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| (a) | Any purpose unrelated to an Owner�s interest as an Owner; |

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| (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;

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| (c) | Any commercial purpose; |

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| (d) | For the purpose of giving, selling, or distributing such |

Association records to any person; or

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| (e) | Any improper purpose as determined in the sole discretion |

of the Board.

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| 4. | Exclusions . The following records shall NOT be available for |

inspection and/or copying as they are deemed confidential:

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| (a) | Attorney-client privileged documents and records, unless |

the Board decides to disclose such communications at an open meeting;

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| (b) | Any documents that are confidential under constitutional, |

statutory or judicially imposed requirements; and

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| (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.

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| *5.* | *Fees/Costs . Any Owner requesting copies of Association records* |

shall be responsible for all actual costs incurred by the Association, including the cost to search, retrieve, and copy the record(s) requested.

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| 6. | Inspection . The Association reserves the right to have a third |

person present to observe during any inspection of reord by an Owner or the Owner�s representative.

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| 7. | 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.

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| 8. | 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.

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| 9. | Definitions . Unless otherwise defined in this Resolution, initially |

capitalized or terms defined in the Declaration shall have the same meaning herein.

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| 10. | 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 the Project.

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| 11. | 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.

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| 12. | Amendment . This policy may be amended from time to time by |

the Board of Directors.

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**PRESIDENT�S**

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| **CERTIFICATION:** | The undersigned, being the President of the Association, certifies |

that the foregoing Resolution was adopted by the Board of Directors of the

Association, at,~ duly called and held meeting of the Board of Directors on Oct. 5, 2006and in witness thereof, the

undersigned has subscnbed his/her name.

PRAIRIE **VIEW PROPERTY** OWNERS

**ASSOCIATION, INC.**

By:

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**AGREEMENT REGARDING INSPECTION** AND **COPYING OF RECORDS**

**OF** THE **PRAIRIE VIEW PROPERTY** OWNERS **ASSOCIATION, INC.**

I have requested to inspect and/or obtain copies of the following records for the Prairie View Property Owners Association, Inc. (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 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 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) any other purpose prohibited by law; or

(E) any purpose not related to the reason specified in this Agreement.

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:

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| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: |
| Homeowner |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: |

Homeowner

Address

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