

INSPECTION AND COPYING ASSOCIATION RECORDS

1. Records Maintained: The Association shall maintain such records as are required by the Governing Documents or the Colorado Business Corporation Act applicable to non-profit corporations, including, but not limited to:

- a. Copies of the Governing Documents;
- b. Minutes of Board and Owner meetings, including proxies and records of votes cast;
- c. Records of action taken by the Board, committees appointed by the Board or Owners by written consent or ballot in lieu of a meeting, including waivers, if any;
- d. Membership list;
- e. Financial records maintained by the Board or property manager;
- f. Nothing contained herein shall require the Association to create records for past years to the extent such records have not been previously created or maintained.

2. Inspection/Copying Association Records: An Owner or his/her/its authorized agent is entitled to inspect and copy such records of the Association as the Owner is permitted to inspect and copy by applicable law, 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, which may be collected by the Association in advance;
- b. The inspection and/or copying of the records of the Association shall be conducted during the regular business hours of the Association's property manager at the office of the Association's property manager;
- c. The Owner shall give the Association's property manager a written request stating the records requested for inspection, at least ten (10) days prior to inspection;
- d. The Owner shall complete and sign an Agreement Regarding Inspection of Association Records, prior to the inspection and copying of any

Association records, in the form maintained by the Association. Failure to complete or sign an Agreement for inspection of Records shall be valid grounds for denying an Owner the right to inspect and/or copy any record of the Association.

3. Proper Purpose/Limitation: Association records, including membership lists, shall not be used by any Owner for:

a. Any purpose unrelated to an Owner's interest as an Owner, without consent of the Board;

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; or

d. The purpose of giving, selling, or distributing such Association records to any person.

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

a. Any documents or information subject to the attorney-client or work product privilege, unless the Board decides to waive such privilege at an open meeting;

b. Any documents that are confidential under constitutional, statutory or judicially imposed requirements;

c. Any documents, or information contained in such documents, disclosure of which would constitute an unwarranted invasion of individual privacy in the discretion of the Association, including, but not limited to, social security numbers, dates of birth, personal bank account information, email addresses, driver's license numbers, employment information, or other personally identifying or confidential information and personnel records, salary or medical records relating to an individual.

5. Fees/Costs: Any Owner requesting copies of Association records shall be responsible for actual costs, which have been determined by the Association to be \$0.25 per page, plus the cost to search, retrieve, and copy the record(s) requested. The Association may require a deposit equal to the anticipated actual cost of the requested records, or \$50.00, at the discretion of the Association's

manager. Failure to pay such deposit may result in denying Owner copies of such records. If after payment of the deposit it is determined that the actual cost was more than the deposit, Owner shall pay such amount prior to delivery of the copies. If after payment of the deposit it is determined that the actual cost was less than the deposit, 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.

6. Inspection: The Association reserves the right to have a designee present to observe any inspection of records by an Owner or the Owner's representative.

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.

8. Creation of Records: Nothing contained in these Rules shall be construed to require the Association to create records that do not exist or compile records in a particular format or order.

9. Agent: The Association may designate its property manager as its agent to maintain all records and provide access to records as required by Colorado law and/or the Rules.

EXHIBIT A
AGREEMENT REGARDING INSPECTION AND COPYING OF RECORDS
OF THE SINGLETREE PROPERTY OWNERS' ASSOCIATION

I have requested to inspect and/or obtain copies of the following records of the Singletree Property Owners' Association (be as specific as possible):_____

I understand that under the terms of the Colorado Common Interest Ownership Act, Association records may not be obtained or used for any purpose unrelated to my interest(s) as an Owner. I acknowledge and agree that such information 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 propose not related to the undersigned's interest as a Unit owner.

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 attorneys' 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:

Owner

Date:_____

Address:_____
