

RESOLUTION OF THE RASPBERRY MOUNTAIN RANCH PROPERTY OWNERS' ASSOCIATION, INC.**RECORDS INSPECTION**

The Board of Directors of the Raspberry Mountain Ranch Property Owners' Association, Inc. (herein after known as the "Association") adopted the following Policies and Procedures pursuant to Colorado Revised Statute (C.R.S.) 38-33.3-209.5 and 317.

AUTHORITY: In case of any conflict between the Articles of Incorporation, the Declaration of Covenants, Conditions and Restrictions and the Bylaws, and these listed "Policies and Procedures"; such provisions of the Articles, Declaration and Bylaws shall take precedence and supersede any provisions of these "Policies and Procedures".

In the event a Court of competent jurisdiction finds a provision of any of these Policies and Procedures void or otherwise unenforceable, the other provisions shall remain in full effect.

EFFECTIVE DATE: _____

1/1/2012

RESOLUTION: Adoption of a policy and procedure regarding records inspection:

1. **Record Retention:** The Association shall permanently retain the following records as required by Colorado law:
 - (a) Minutes of all Board and Owner meetings;
 - (b) All actions taken by the Board or Property Owners by written ballot in lieu of a meeting;
 - (c) All actions taken by a committee on the behalf of the Board instead of the Board acting on behalf of the Association; and
 - (d) All waivers of the notice requirements for Property Owner meetings, Board Member meetings, or committee meetings.

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, which may be collected by the Association in advance;
 - (b) The inspection and/or copying of the records of the Association shall be conducted by appointment during the regular business hours of 9:00 a.m. to 5:00 p.m., Monday through Friday, or during the next regularly scheduled Owner or Board meeting occurring within 30 days of the Owner's request;
 - (c) The Owner shall give the Association's Secretary a written demand, stating the purpose for which the inspection and/or copying are 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 thirty 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

(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.

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;
 - (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 giving, selling, or distributing such Association records to any person; or
 - (e) Any improper purpose as determined in the sole discretion of the Board.
4. **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.
5. **Fees/Costs:** Any Owner requesting copies of Association records shall be responsible for all actual costs incurred by the Association, including the actual fee for copies incurred by the Association at the market rate at local copy centers, and a \$50.00 per hour cost to search, retrieve, and copy the record(s) requested. The Association requires a deposit equal to the anticipated actual cost of the requested records. The anticipated actual cost includes, but is not limited to, mileage costs. 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. Failure to pay such deposit shall be valid grounds for denying Owner copies of such records. There shall be no cost to any Owner accessing records which are required to be disclosed by Colorado law at no cost to Owners. The Association shall research any Association documents unless they are available on a website.

6. **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.

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 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.

9. **Definitions:** Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Declaration and Bylaws shall have the same meaning herein.

10. The Board may deviate from the procedures set forth in this document if in its sole discretion such deviation is reasonable under the circumstances.

PRESIDENT'S CERTIFICATION: The undersigned, being the President of Raspberry Mountain Ranch Property Owners' Association, Inc., a Colorado nonprofit corporation, certifies that the foregoing Resolution was adopted by the Board of Directors of the Association at a duly called and held meeting of the Board of Directors, and after a 30 day review by the authorized voting Membership.

In witness thereof, the undersigned has subscribed his/her name.

RASPBERRY MOUNTAIN RANCH PROPERTY OWNERS' ASSOCIATION, INC.
A Colorado nonprofit corporation

By: J. Hanko
President

On the 23RD day of July in the year 2011.

**RASPBERRY MOUNTAIN PROPERTY OWNERS ASSOCIATION, INC.
AGREEMENT REGARDING INSPECTION AND COPYING OF RECORDS**

I have requested to inspect and/or obtain copies of the following records of the Raspberry Mountain 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 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, 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) Used for any other purpose prohibited by law; or
- (E) Used for 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.

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.

Understood and agreed to by:

Owner _____

Owner _____

Address _____

Accepted by the Association: _____ Date: _____