

Winfield Arms Condominium Association

VIII. RECORDS INSPECTION POLICY AND PROCEDURE

(Revised per HB-1237 effective Jan. 1, 2013)

- A. Association Records. The Association shall maintain at a minimum the following records:
1. Financial records sufficiently detailed to enable the Association to provide statements of unpaid assessments in accordance with the Colorado Common Interest Ownership Act; for the past three years
  2. Minutes of membership meetings; minutes of Board meetings; a record of all actions taken by the Members or Board by written ballot or written consent in lieu of a meeting; a record of all actions taken by a committee of the Board in place of the Board or on behalf of the Association; and a record of all waivers of notices of meetings of Members and of the Board or any committee of the Board;
  3. A record of Members in a form that permits preparation of a list of names and addresses of all Members showing the number of votes each Member is entitled to vote ("Membership List");
  4. The Articles of Incorporation, Declaration, Covenants, Bylaws, rules and regulations, and resolutions adopted by the Board relating to the characteristics, qualifications, rights, limitations, and obligations of Members;
  5. Written communications within the past three years to Members generally as Members;
  6. A list of the names, business or home addresses and email addresses of its current directors and officers;
  7. The most current Annual Report filed with the Secretary of State.
  8. All financial audits or reviews conducted pursuant to the Colorado Common Interest Ownership Act during the immediately preceding three years.
  9. Ballots, proxies and other records relating to voting by owners for one year after the election, action or vote.
  10. Tax returns for the past seven years.
  11. Detailed records of receipts and expenditures affecting the operation and administration of the association.
  12. Records of all construction defects and/or insurance claims and amounts received pursuant to the settlement of these claims.

13. The Association's most recent Reserve Study.
  14. Current written contracts to which the association is a party and contracts for work performed in the last two years.
- B. Criteria for Inspection. Records shall be made reasonably available for inspection and copying by a Member or the Member's authorized agent. "Reasonably available" means available during normal business hours on notice of ten (10) business days or at the next regularly scheduled meeting, if such meeting occurs within 30 days after the request, to the extent that:
1. the request is made in good faith;
  2. the request describes with reasonable particularity the records sought and the purpose of the request; and
  3. the records are relevant to the purpose of the request.

All requests shall be submitted on the form attached to this policy.

- C. Restrictions on Use of Membership List. A Membership List may not be
1. used to solicit money or property unless such money or property will be used solely to solicit votes of the Members in an election held by the Association;
  2. used for any commercial purpose;
  3. sold to or purchased by any person; or
  4. used for any other purpose prohibited by law.

Any Member requesting a Membership List shall be required to sign the agreement attached to this policy indicating that he/she will not use the list for the purposes stated above.

- D. Review of Records.
1. On receipt of a request, the Association shall make an appointment with the Owner at a time convenient to both parties (subject to the requirements of paragraph 2 above), to conduct the inspection. Unless otherwise agreed, all records shall be inspected at the office of the Association's managing agent. All appointments for inspection will be limited to two hours. If additional time is needed, another appointment will be made within two weeks, at a time convenient to both parties.
  2. At the discretion of the Board of Directors or Director, records will be inspected only in the presence of a Board member, management company employee, or other person designated by the Board.
  3. During inspection, an Owner may designate the pages to be copied, with a paperclip, post-it notes, or other means provided by the Association. Copies will be made at a cost based on the standard schedule of fees

charged by the Association's managing agent, such charges may include "reasonable" additional charges for labor and materials associated with retrieval, assembling, producing records for inspection and copying the records. The Owner shall be responsible for paying the total copying cost prior to receiving the copies.

4. Records may not be removed from the office in which they are inspected without the express written consent of the Board.
5. The following records will not be available for inspection without the express written consent of the Board:
  - a. Documents which are privileged or confidential between attorney and client or which concern pending or imminent court proceedings;
  - b. Documents related to investigative proceedings concerning possible or actual criminal misconduct;
  - c. Documents which if disclosed would constitute an unwarranted invasion of individual privacy; (records relating to or concerning individual units, other than those of the requesting owner).
  - d. Documents which the Association is prohibited from disclosing to a third party as a matter of law; and
  - e. Inter-office memoranda, preliminary data, working papers and drafts, and general information or investigations which have not been formally approved by the Board.
  - f. Records of an executive session of the Association's Board of Directors.
  - g. Names and physical addresses of time share owners.
6. The following records must be withheld from production:
  - a. Personnel, salary or medical records relating to specific individuals.
  - b. Personal identification and account information of member, including account information, telephone numbers, electronic mail addresses, driver's license number and social security numbers.

E. Remedies. The Association may pursue any Owner for damages or injunctive relief or both, including reasonable attorney fees, for abuse of inspection and copying rights, including use of any records for a purpose other than that stated in the Owner's request.

WINFIELD ARMS CONDOMINIUM ASSOCIATION, INC.

REQUEST FOR ACCESS TO ASSOCIATION RECORDS

Member name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone # \_\_\_\_\_

Pursuant to state law and the Association's Records Inspection Policy, I hereby request that Winfield Arms Condominium Association, Inc., provide access to the records of the Association. I understand that on receipt of this request, the Association will set an appointment with me during regular business hours.

1. The records that I wish to review are (attach a separate piece of paper, if necessary):

- A. \_\_\_\_\_
- B. \_\_\_\_\_
- C. \_\_\_\_\_
- D. \_\_\_\_\_

2. I certify that my request to review the records of the Association, and that this request is not for commercial purposes or my personal financial gain. Specifically, my purpose for wanting to review the records of the Association is as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. I acknowledge and accept the Association's Records Inspection Policy. I acknowledge and accept that the records of the Association will be made available to me only at such time and place as the Association's policy provides, and that there may be a cost associated with providing copies of these documents to me. I agree to pay any "reasonable" costs associated with copying these documents. In the event the records provided to me by the Association are used for any improper purpose, I will be responsible for any and all damages, penalties, and costs incurred by the Association, including attorney fees, and I shall be subject to all enforcement procedures available to the Association through its governing documents and/or Colorado law.

Member signature: \_\_\_\_\_

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

AGREEMENT REGARDING USE OF THE MEMBERSHIP LIST FOR  
WINFIELD ARMS CONDOMINIUM ASSOCIATION, INC.

Member name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone # \_\_\_\_\_

I have requested a copy of the Membership List for Winfield Arms Condominium Association, Inc.

The list shall be used only for the following purpose(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I understand that under the terms of Colorado law, the Membership List or voting list or any portion thereof may not be obtained or used for any purpose unrelated to my interests as a Member of the Association. I further understand and agree that without limiting the generality of the foregoing, the Membership List or any portion thereof may not be:

- A. used to solicit money or property unless such money or property will be used solely to solicit votes of the Members in an election held by the Association;
- B. used for any commercial purpose;
- C. sold to or purchased by any person; or
- D. used for any other purpose prohibited by law.

In the event the list is used for any improper purpose, I will be responsible for any and all damages, penalties, and costs incurred by the Association, including attorney fees, and I shall be subject to all enforcement procedures available to the Association through its governing documents and/or Colorado law.

Understood and agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by

Member signature \_\_\_\_\_ Date: \_\_\_\_\_