

PILGRIM DOWNS HOMEOWNERS ASSOCIATION
BOARD OF MANAGERS
RESOLUTION
**AMENDED AND RESTATED POLICY REGARDING
INSPECTION AND COPYING OF ASSOCIATION RECORDS**

The Board of Managers (also known as the Board of Directors) of Pilgrim Downs Homeowners Association, Inc. a Colorado nonprofit corporation (the "Association"), hereby approves and adopts the following Resolution:

RESOLVED, that the following Amended and Restated Policy of the Association related to Inspection and Copying of Association Records is hereby adopted and ratified:

1. **Record Retention.** The Association shall permanently retain the following records as required by Colorado law:

- (a) Detailed records of receipts and expenditures affecting the operation and administration of the Association;
- (b) Records of claims for construction defects and amounts received in settlement of those claims;
- (c) Minutes of all meetings of Owners and the Board;
- (d) A record of all actions taken by Owners or the Board without a meeting;
- (e) A record of all actions taken by any committee of the Board;
- (f) Written communications among and the votes cast by members of the Board when such communications and votes are directly related to an action taken by the Board without a meeting pursuant to C.R.S. § 7-128-202 or pursuant to the Association's Bylaws;
- (g) The names of Owners in a form that permits preparation of a list of the names of all Owners and the physical mailing addresses at which the Association communicates with them, showing the number of votes each Owner is entitled to vote;
- (h) The current Declaration, bylaws and articles of incorporation of the Association, rules and regulations, Responsible Governance Policies, and other policies adopted by the Board;
- (i) Financial statements for the past three years and tax returns of the Association for the past seven years, if available;
- (j) A list of names, e-mail addresses and physical mailing addresses of current members of the and officers of the Association;
- (k) The Association's most recent annual report delivered to the Secretary of State, if any;
- (l) Financial records sufficiently detailed to enable the Association to comply with C.R.S. § 38.33.3-316(8) concerning statements of unpaid assessments;
- (m) The Association's most recent reserve study, if any;

(n) Current written contracts to which the Association is a party and contracts for work performed for the Association within the past two years;

(o) Records of Board or committee actions to approve or deny any requests for design or architectural approval from Owners;

(p) Ballots, proxies, and other records related to voting by Owners for one year after the election, action, or vote to which they relate;

(q) Resolutions adopted by the Association's Board relating to the characteristics, qualifications, rights, limitations, and obligations of members or any class or category of members;

(r) All written communications within the past three years to all Owners generally as Owners; and

(s) All written consents provided by Owners and residents to the Association consenting to the disclosure of such Owners' and residents' telephone number, electronic mail address, or both.

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 Owners expense;

(b) The inspection and/or copying of the records of the Association shall be conducted during the regular business hours of 9:00 a.m. to 4:00 p.m. at the offices of the Association's manager, from time to time;

(c) The Owner shall give the Association's manager a written demand, stating the purpose for which the inspection and/or copying is sought, at least five (5) business days before the date on which the Owner wishes to inspect and/or copy such records; 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 and the information contained therein 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;

(c) The ballots forms from any secret ballot conducted by the Association, except that same may, at the sole discretion of the Board, be provided with redaction of information relating to the Owner(s) casting such ballots; and

(d) 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;

(e) Any document that contains personnel, salary, or medical records relating to specific individuals, except that budgetary information relating to any managing agent for the Association shall not be deemed confidential even if said managing agent shall be an individual;

(f) Personal identification and account information of Owners and residents, including bank account information, telephone numbers, electronic mail addresses, driver's license numbers, and social security numbers. However, the Association may publish to other Owners and residents an Owner's or resident's telephone number, electronic mail address, or both, provided that the Association has received the prior written consent for the disclosure of such information from the subject Owner or resident. A written consent remains valid until the subject Owner or resident withdraws it by providing the Association with a written notice of withdrawal of the consent. If a consent is withdrawn, the Association has no obligation to change, retrieve, or destroy any document or record published prior to the notice of withdrawal. The Association will accept written consents and notices of withdrawal of the consent provided by Owners and residents via electronic mail to the Association, so long as the subject Owner or resident includes in the electronic mail of consent or withdrawal the following statement, or a substantially similar version thereof: "I hereby agree to provide this consent or withdrawal of consent, as applicable, by electronic means in accordance with the Uniform Electronic Transactions Act, Article 71.3 of Title 24, C.R.S."

5. Permissible Exclusions. Records maintained by the Association may, in the Board's discretion, be withheld from inspection and copying to the extent that they are or concern:

(a) Architectural drawings, plans, and designs, unless released upon the written consent of the legal owner of the drawings, plans, or designs;

(b) Contracts, leases, bids, or records related to transactions to purchase or provide goods or services that are currently in or under negotiation;

(c) Communications with legal counsel that are otherwise protected by the attorney-client privilege or the attorney work product doctrine;

(d) Disclosure of information in violation of law;

RECORDS INSPECTION

(e) Records of an executive session of the Board (except as may be provided in the Association's enforcement policy); and

(f) Records concerning individual Lots other than those of the requesting Owner.

6. Fees/Costs. Any Owner requesting copies of Association records shall be responsible for all actual costs incurred by the Association. The Association may require prepayment of the actual cost of the requested records. Failure to pay such prepayment of costs shall be valid grounds for denying an Owner copies of such records. If after prepayment it is determined that the actual cost was more than the prepayment, Owner shall pay such amount prior to delivery of the copies. If after prepayment it is determined that the actual cost was less than the prepayment, 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.

7. Inspection. The Association reserves the right to have a third party present to observe during any inspection of record by an Owner or the Owner's representative.

8. 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.

9. 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.

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

11. Supplement to Law. The provisions of this Resolution shall be in addition to and in supplement of the terms and provisions of the Declaration, Bylaws, and the law of the State of Colorado governing Pilgrim Downs.

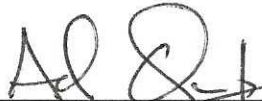
12. Deviations. The Board may deviate from the procedures set forth in this Resolution if in its sole discretion such deviation is reasonable under the circumstances.

CERTIFICATION OF ADOPTION

I, the undersigned, do hereby certify:

That I am a duly elected and acting President of the Pilgrim Downs Homeowners Association, Inc., a Colorado nonprofit corporation; and

That the foregoing Resolution, which constitutes a portion of the Responsible Governance Policies of the Association, was duly ratified, approved and adopted by action of the Board of Managers of the Association to be effective as of August 9, 2022.



ADAM QUINTON, President

Date: 8/20/23

EXHIBIT TO
PILGRIM DOWNS HOMEOWNERS ASSOCIATION
BOARD OF MANAGERS
RESOLUTION
AMENDED AND RESTATED POLICY REGARDING
INSPECTION AND COPYING OF ASSOCIATION RECORDS

**AGREEMENT REGARDING INSPECTION AND COPYING OF RECORDS
OF THE PILGRIM DOWNS HOMEOWNERS ASSOCIATION**

I have requested to inspect and/or obtain copies of the following records of the Pilgrim Downs Homeowners Association (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) 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:

Owner
Date: _____
Address: _____