RESOLUTION OF THE BOARD OF DIRECTORS
MERIDIAN LAKE PARK CORPORATION POLICY AND PROCEDURE FOR INSPECTION AND COPYING OF ASSOCIATION RECORDS

SUBJECT:	Adoption of policies and procedures for the inspection and copying of Meridian Lake Park Corporation ("**Association**") records by Owners and retention of Association permanent records.
PURPOSE:	To adopt policies regarding an Owner's right to inspect and copy Association records and identification of records to be permanently retained by the Association and to adopt standard procedures to be followed when an Owner chooses to inspect or copy Association records (collectively, the "**Policy**").
AUTHORITY:	Meridian Lake Park Declaration and any other Governing Documents of the Association and Colorado Revised Statutes, 38-33.3-101 et. seq (the "**Act**").
EFFECTIVE DATE:	JANUARY 19, 2015
RESOLUTION:	The Association adopts the following Policy:

1. **Required Records**. The Association, through its manager, will keep records and make the records available to all owners of a lot in the Association ("**Owner**") in conformance with the Governing Documents and applicable law. The Association, through its manager, if any, will keep the following records:

(a) An account for each Owner, which designates the name and address of each Owner, the amount of each Assessment, the dates on which each Assessment comes due, any other fees payable by the Owner, the amounts paid on the account and the balance due;

(b) Detailed records of receipts and expenditures affecting the operation and administration of the Association;

(c) Records of claims for construction defects and amounts received pursuant to settlement of those claims;

(d) Minutes of all meetings of its Owners and executive Board of Directors, a record of all actions taken by the Owner or executive Board of Directors without a meeting, and a record of all actions taken by any committee of the executive Board of Directors;

(e) Written communications among, and the votes cast by, executive Board of Directors members that are: (I) directly related to an action taken by the Board of Directors

without a meeting pursuant to Section 7-128-202, C.R.S.; or (II) directly related to an action taken by the Board of Directors without a meeting pursuant to the Association's bylaws;

(f) 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 lot owner is entitled to vote;

(g) Its current declaration, covenants, bylaws, articles of incorporation, rules and regulations, responsible governance policies adopted pursuant to Section 38-33.3-209.5, and other policies adopted by the executive Board of Directors

(h) Its most recent annual financial statements, if any, and its most recently published financial statements, if any, showing in reasonable detail its assets and liabilities and results of its operations for the past three years and tax returns of the Association for the past seven years, to the extent available;

(i) A list of the names, electronic mail addresses, and physical mailing addresses of its current Board of Directors and officers;

(j) Its most recent annual report delivered to the secretary of state;

(k) Financial records sufficiently detailed to enable the Association to comply with Section 38-33.3-316(8) concerning statements of unpaid assessments;

(l) The Association's most recent reserve study, if any;

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

(n) Records of executive Board of Directors or committee actions to approve or deny any requests for design or architectural approval from Owner;

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

(p) Policies adopted by the Board of Directors of directors relating to the characteristics, qualifications, rights, limitations, and obligations of members or any class or category of members; and

(q) All written communications within the past three years to all Owners generally as Owner.

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 or the Association may charge a fee for copying costs not to exceed its actual cost in accordance with Section 6 of this Policy;

(b) The inspection and/or copying of the records of the Association shall be conducted by appointment during the regular business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, at the offices of the Association's managing agent or other locations as shall be determined by the Board from time to time;

(c) The Owner shall give the Association a written demand, stating the purpose for which the inspection and/or copying is sought, at least 10 days before the date on which the Owner wishes to inspect and/or copy such records;

(d) The Owner may be required to complete and sign an agreement such as the one attached hereto-titled "Agreement Regarding Inspection of Association Records" prior to the inspection and copying of any Association record. 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;

(e) The Association is not obligated to compile or synthesize information; and

(f) A right to copy records under this section includes the right to receive copies by photocopying or other means, including the receipt of copies through an electronic transmission if available, upon request by the Owner.

3. **Proper Purpose/Limitation**. A list of memberships in the Association records shall not be used by any Owner for:

(a) Any purpose unrelated to an Owner's interest as an Owner without the written consent of the Board of Directors;

(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 of Directors.

4. **Exclusions**. Records maintained by an Association may 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 protected by the attorney-client privilege or the attorney work product doctrine;

(d) Disclosure of information in violation of law;

(e) Records of an executive session of an executive board.

5. **Mandatory Exclusions**. Records maintained by an Association are not subject to inspection and copying, and must be withheld, to the extent that they are or concern:

(a) Personnel, salary, or medical records relating to specific individuals; or

(b) Personal identification and account information of members, including bank account information, telephone numbers, electronic mail addresses, driver's license numbers, and social security numbers.

6. **Fees/Costs**. Any Owner requesting copies of Association records is responsible for all actual costs incurred by the Association. The Association may require a deposit equal to the anticipated actual cost of the requested records. The Association may impose a reasonable charge, which may be collected in advance to cover the costs of labor and material, for copies of association records. The charge may not exceed the estimated cost of production and reproduction of the 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. Failure to pay such deposit shall be valid grounds for denying Owner copies of such records.

7. **Inspection.** The Association or its manager reserves the right to have a third party present to observe during any inspection of records by an Owner or the Owner's representative at the Owner's sole cost and expense.

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 permanent 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. **Miscellaneous Fees**. Owners may be charged a fee for services or materials. The services, materials and related fees that may be charged shall not exceed:

Transfer Fee:	$250.00
Association Assessment Certification:	$50.00
Expedited Certification:	$100.00

11. **Definitions**. Any initially capitalized terms herein that are not otherwise defined, in this Policy have the meanings given to them in the Declaration.

12. **Supplement to Law**. The provisions of this Policy are in addition to and in supplement of the terms and provisions of the Declaration and the Act.

13. **Deviations**. The Board of Directors may deviate from the procedures set forth in this Policy if in its sole discretion such deviation is reasonable under the circumstances.

14. **Inconsistencies.** If and to the extent that any provision of this Policy is inconsistent with the Declaration or Bylaws, the applicable provisions of the Declaration or Bylaws prevail, unless other required by applicable law.

CERTIFICATION: The undersigned, being the PRESIDENT of Meridian Lake Park Corporation, a Colorado nonprofit corporation, certifies that the foregoing Resolution was approved and adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors of the Association on JANUARY 19, 2015 and in witness thereof, the undersigned has subscribed his/her name.

MERIDIAN LAKE PARK CORPORATION, a Colorado non-profit corporation

By: _____

Name: _____

Title: PRESIDENT

AGREEMENT REGARDING INSPECTION AND COPYING OF RECORDS OF THE MERIDIAN LAKE PARK CORPORATION

I have requested to inspect and/or obtain copies of the following records of the Meridian Lake Park Corporation (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 or its managing agent, 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:

_____ Date: _____

Owner

_____ Date: _____

Owner

_____

Address

_____

Accepted by the Association:

_____ Date: _____