

MILL BUILDING ASSOCIATION, INC.

EXECUTIVE BOARD RESOLUTION

RECORDS POLICY

The undersigned, (the “Director”), constituting the sole Director and Executive Board of MILL BUILDING ASSOCIATION, INC., a Colorado nonprofit corporation (the “Association”), hereby approves and adopts the following Resolution pursuant to C.R.S. § 38-33.3-209.5:

RESOLVED, that the following Policy of the Association is hereby adopted and ratified:

1. Record Retention. The Association shall permanently retain the following records as required by C.R.S. § 38-33.3-317, all of which shall be deemed to be the sole records of the Association for purposes of document retention and production to Owners:

a. Minutes of all Board of Director and Owner meetings, a record of all actions taken by the Owners or Board without a meeting, and a record of all actions taken by any committee of the Board;

b. All waivers of the notice requirements for Owner meetings, Board meetings, or committee meetings;

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

d. Any records specifically defined in the Condominium Declaration for the Mill Building Condominium (“Declaration”), as amended, the Bylaws of MILL BUILDING ASSOCIATION, INC. (“Bylaws”), or expressly required by section 38-33.3-209.4 (2);

e. Detailed records of receipts and expenditures affecting the operation and administration of the Association;

f. Records of claims for construction defects and amounts received pursuant to settlement of those claims;

g. Written communications among, and the votes cast by, Board members that are:

(i) Directly related to an action taken by the Board without a meeting pursuant to Section 7-128-202, C.R.S.; or

(ii) Directly related to an action taken by the Board without a meeting pursuant to the Bylaws;

h. 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 unit owner is entitled to vote;

i. The current Declaration, 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;

j. Financial statements as described in section 7-136-106, C.R.S., for the past three years and tax returns of the Association for the past seven years, to the extent available;

k. A list of the names, electronic mail addresses, and physical mailing addresses of its current Board members and officers;

l. Its most recent annual report delivered to the Secretary of State;

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 immediately preceding 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 Executive Board relating to the characteristics, qualifications, rights, limitations, and obligations of members; and

r. All written communications within the past three years to all Owners generally as Owners.

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, including any hourly fee charged by the Association's Manager or Attorneys for complying with any document inspection or production request;

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 or attorney's, from time to time;

c. The Owner shall give the Association's manager a written demand at least ten (10) business days before the date on which the Owner wishes to inspect and/or copy such records;

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; and

e. The right to copy records under this Section 2 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, subject to prepayment for any costs by the Association's Manager or Attorneys to comply with such request.

3. Proper Purpose/Limitation. The Association may not condition the production of records upon the statement of a proper purpose; however, Association records may 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; or

d. For 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. Communications with legal counsel and any documents or records that are otherwise protected by the attorney-client privilege or the attorney work product doctrine;

b. Any documents that are confidential or which are prohibited to be disclosed 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. Architectural drawings, plans, and designs, unless released upon the written consent of the legal owner of the drawings, plans, or designs;

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

g. Records of an executive session of the Executive Board; and

h. Records concerning individual Lots other than those of the requesting Owner.

5. 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.

6. 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.

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 or synthesize records in a particular format or order.

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

10. Supplement to Law. The provisions of this Policy shall be in addition to and in supplement of the terms and provisions of the Declaration, Bylaws and the laws of the State of Colorado governing the Association.

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

12. Defenses. Failure of the Association to comply with any provision in this Policy shall not be deemed a defense to payment of Assessments or other charges, late charges, return check charges, attorney fees and/or costs otherwise payable to the Association.

IN WITNESS WHEREOF, the foregoing Resolution is hereby adopted by the Sole Director of the Association, acting as the Executive Board.

Dated: March 16, 2016.



Michael Rudin, Sole Director

EXHIBIT TO

RECORDS POLICY

**AGREEMENT REGARDING INSPECTION AND COPYING OF RECORDS
OF MILL BUILDING ASSOCIATION, INC. (“Agreement”)**

I have requested to inspect and/or obtain copies of the following records of MILL BUILDING ASSOCIATION, INC. (the “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 further understand and agree that without limiting the generality of the foregoing, Association records may not be:

- (A) used for any purpose unrelated to my interest as an Owner;
- (B) 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;
- (C) used for any commercial purpose;
- (D) sold to, otherwise distributed to, or purchased by any person; or
- (E) used for any other purpose prohibited by law.

In the event any document requested is used for a prohibited purpose 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 Signature _____
Owner Name: _____
Date: _____
Address: _____
