

EXHIBIT G

Records

1. Records

- (a) This policy describes the type of records maintained by the Sierra Pointe Homeowners Association, Inc. (the “Association”), as well as the disclosure of such information on both a regular and on an on-going basis.
- (b) Each Owner has both the right and the responsibility to know the information in the Governing Documents described below and for abiding by the standards for this Association, as set forth in the Governing Documents.
- (c) Notwithstanding the above, although Owners have important rights to information not available to the general public, Member status does not (in and of itself) entitle an individual to unfettered access to all corporate information; Owners have less right to acquire information than do directors, and they cannot require the Association to create documents.
- (d) All rights under this policy are based upon the “good standing” of a Member. Any Member delinquent in the payment of assessments levied by the Association is automatically subject to loss of good standing without any right to a hearing in accordance with the Assessment Collection Policy. Members who have been found to be in violation of any of the Governing Documents in accordance with the Covenant Enforcement Policy are likewise subject to loss of good standing, but the Board reserves the right to waive this requirement on a case-by-case basis for purposes such as a Member’s right to a hearing before the Board.
- (e) For purposes of this policy, the “good standing” of a Director shall be based upon the same criteria as any Owner in the Association, but shall also be subject to the Board Member Code of Conduct policy on a case-by-case basis.
- (f) The scope of and inspection is limited to those books and records that are necessary and essential to accomplish the stated purpose of the written request. In no event will a request for inspection of corporate books and records be allowed to expose the Association to a fishing expedition. The right to inspection of records and minutes shall be limited if (in the judgment of the Board) there is a reasonable danger that the Association might suffer financially or there is a reasonable concern that an inspection request is so far-reaching as to impair the Association’s ability to carry on its business.
- (g) In exercising its discretion to determine the good standing, good faith and proper purpose standards, the Board shall consider all the circumstances, including the higher fiduciary standards expected from Directors. In no event will production of the records of the Association be used to create a financial burden or otherwise harass the Association or the unpaid volunteers who make up the Board of Directors, or otherwise compromise the financial security of the Association.

2. Board Members

All Board Members will have available to them all information related to the responsibilities and operation of the Association obtained by any other member of the executive board, including but not limited to:

- (a) Reports of detailed monthly expenditures;
- (b) Contracts to which the Association is party; and
- (c) Copies of communications, reports and opinions to and from any member of the Board or any managing agent, attorney or accountant employed or engaged by the Board to whom the Board delegates responsibilities.

3. Member Rights

Members of the Association in good standing are entitled to have made available to them copies of all Association Documents, which include the following:

- i. Amended and Restated Condominium Declaration of Covenants, Conditions, Restrictions and Easements of the Sierra Pointe Homeowners Association, Inc. recorded May 22, 1986 at Reception No. 01399203, Book 5173 Page 1468 of the El Paso County Records, Colorado (the "Declaration");
- ii. Articles of Incorporation;
- iii. Bylaws recorded February 19, 1997 at Reception No. 097018614 of El Paso County Records, Colorado;
- iv. Policies, Procedures, Rules and Regulations, and Resolutions adopted by the Board relating to the characteristics, qualifications, rights, limitations, and obligations of Owners;
- v. Minutes of all Membership meetings, minutes of Board Meetings, a record of all actions taken by the Members or the Board by written ballot or written consent in lieu of a meeting, and a record of all actions taken by committee of the Board in place of the Board 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;
- vi. The names of unit owners in a form that permits preparation of a list of the names of all unit 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;
- vii. Financial records sufficiently detailed to enable the Association to provide statements of unpaid assessments in accordance with Colorado Common Interest Ownership Act ("CCIOA");
- viii. Written communications within the past three years to all Members generally as Members.
- ix. A list of the names, electronic mail addresses, and physical mailing addresses of its current Directors and officers;
- x. Its most recent annual report, if any;
- xi. Financial statements as described in CRS § 7-137-106, for the past three years and tax returns of the Association for the past seven years, to the extent available;
- xii. Financial audits or reviews conducted during the immediately preceding three years;
- xiii. Written communications among, and the votes cast by, executive board members that are (1) directly related to an action taken by the board without a meeting pursuant to CRS § 7-128-202, or (2) directly related to an action taken by the board without a meeting pursuant to the Association's bylaws;
- xiv. The Association's most recent reserve study, if any;
- xv. Current written contracts to which the Association is a party and contracts for work performed for the Association within the immediately preceding two years;
- xvi. Records of executive board or committee actions to approve or deny any requests for design or architectural approval from unit owners;
- xvii. Ballots, proxies, and other records related to voting by unit owners for one year after the election, action, or vote to which they relate.

4. Annual Disclosure

The following information should be made available to Members of the Association in good standing within 90 days of the end of each fiscal year by posting on the Association's website, with a notice of the URL (by email or first class mail) that the following information is available:

- i. The date of the Associations' fiscal year;
- ii. The Association's operating budget for the current fiscal year;
- iii. A list (organized by unit type) of the Association's current regular and special assessments;
- iv. The Association's annual financial statements;
- v. The results of any financial audit or review for the fiscal year preceding the current disclosure;
- vi. A list of all Association insurance policies;
- vii. The Governing Documents, including the date of recording and recording number of the Declaration;
- viii. The Board meeting and Member meeting minutes for the fiscal year immediately prior to current annual disclosures; and
- ix. The Association's responsible governance policies adopted under Section 38-33.3- 209.5 concerning the following:
 - A. Collection of unpaid assessments;
 - B. Conduct of meetings;
 - C. Handling of conflicts of interest involving Board members;
 - D. Procedure for addressing disputes;
 - E. Enforcement of covenants and rules;
 - F. Investment of reserve funds;
 - G. Inspection and copying of Association records by Owners; and
 - H. Procedures for the adoption and amendment of policies, procedures, rules and regulations.
- xii. The name, address and phone number of the Association and its managing agent, if any.

5. Examination of Records

- (a) Members have the right to examine certain records of the Association. The Association has compiled certain documentation which will provide a Member with a wide variety of Association information. It is the obligation of every Member to hold this information in appropriate confidentiality so that information is not released to other parties.
- (b) Requests by Members to inspect documents must be made in good faith, for a proper purpose, and describe with reasonable detail what records are needed and why. Requested documents must also be relevant to the stated purpose for the request. To be deemed "*relevant*," the requested documents must directly pertain to the stated purpose. Members shall not exercise their inspection or copying rights in order to harass any other Member, nor for any commercial, illegal or improper purpose.
- (c) A Membership list may not be obtained or used for any purpose unrelated to a Member's interests as a Member of the Association and it may not be:
 - 1) For a purpose unrelated to a unit owner's interest as a unit owner;
 - 2) For the purpose to solicit money or property unless such money or property will be used solely to solicit votes of the unit owners in an election to be held by the Association;
 - 3) For any commercial purpose;
 - 4) For sale to or purchase by any person; or

- 5) Used for any other purpose prohibited by law.

Any Owner requesting an ownership list shall furnish a sworn statement to verify:

- 1) that he/she will not use the list for the purposes stated above; and
 - 2) that in the event the list is used for any improper purpose, he/she will be responsible for any and all damages, penalties and costs incurred by the Association, including attorney fees, and shall be subject to all enforcement procedures available to the Association through its governing documents and/or Colorado law.
- (d) Notwithstanding the foregoing, certain information has been deemed “not available” to the general membership for review or reproduction without the express written consent of the Board. This information includes the following:
- i. Records or files pertaining specifically to individual properties other than those of the requesting owner;
 - ii. Delinquent account information, unless requested by the owner responsible for said account;
 - iii. Communications with legal counsel that are otherwise protected by the attorney-client privilege or the attorney work product doctrine;
 - iv. Information involving pending or anticipated litigation, leases, bids, or records related to transactions to purchase or provide goods or services that are currently in or under negotiation;
 - v. Information involving the employment, promotion, or dismissal of Association employees or other personnel;
 - vi. Documents related to investigate proceedings concerning possible or actual criminal misconduct;
 - vii. Documents which, if disclosed, would constitute an unwarranted invasion of individual privacy;
 - viii. Disclosure of information in violation of law;
 - ix. Inter-office memoranda, preliminary data, working papers and drafts, and general information or investigations;
 - x. Architectural drawings, plans, and designs, unless released upon the written consent of the legal owner of the drawings, plans, or designs;
 - xi. Records of an executive session of an executive Board;
 - xii. Personnel, salary, or medical records relating to specific individuals;
 - xiii. Personal identification and account information of members, including bank account information, telephone numbers, electronic mail addresses, driver’s license numbers, and social security numbers; and
 - xiv. Other privileged information.
- (e) The Association shall not be responsible for the disclosure or copying of any materials which are required to be provided by statute or judicial proceeding. ***The Association does not warrant or represent the accuracy, completeness, or any other matter in the materials provided.***

6. Process for Requesting Examination and/or Copies of Records

- (a) Members who desire to examine and/or have copies made of Association records that are not posted on the website must make an appointment with the records custodian and submit the Document Request Form, which is attached hereto. The custodian, the Board of Directors or the Manager (hereinafter collectively referred to as the “custodian”) shall review the request in accordance with the principles set forth above, and shall have discretion to deny requests (or to seek legal advice as to whether to deny requests) in appropriate cases.

- (b) Reasonable effort will be made to accommodate the Owner within a reasonable period of time however, examination and copying times shall be limited to normal business hours or the next regularly scheduled executive board meeting if the meeting occurs within thirty days after the request. When the appointment is made, the Owner will be asked to designate the amount of time they want to reserve for the inspection. The custodian shall have discretion to (1) schedule the time and place; and (2) to require that records will be inspected only in the presence of a Board member, management company employee or other person designated by the Board. Owners shall not remove any document from the Association's records, nor shall they remove records from the Association's place of business.
- (c) If possible, the custodian shall make an appointment with the Owner at a place and a time convenient to both parties to conduct the inspection. However, if the request requires the participation of unpaid volunteer board members, the time, place and length of inspections will be based upon the board member's schedule. All appointments for inspection will be limited to one (1) hour unless otherwise agreed by the board member; if additional time is needed, additional appointments will be made.
- (d) Certain records may be copied at the Owner's expense. This cost will be only a copying charge if the Owner designates such records for copying during the inspection by use of tab, clip, or Post-It note upon the pages desired. However, an Owner may not otherwise alter the records (for example, no folding, pencil or pen marks, etc.). The custodian, on behalf of the Association, will make the copies.

In cases where Owners request documents rather than inspection and the Association must locate the requested document(s), the Owner requesting such copies shall reimburse the Association for the actual cost of that service, which may include labor and materials for research, locating and retrieval, as well as copying, which amount may be collected in advance. The estimated cost will include the removal of records or entries deemed unavailable to Members generally.

- (e) Copies should be made available within ten (10) working days of receipt of the request, unless the condition or voluminous nature of the records makes this timeframe impractical. In such cases, the copies should be made available as soon as practical. Documents may be made available by posting on the Association's website, which may be password protected to permit access only by Owners in good standing.
- (f) Depending on the number of pages requested, the records custodian may request
 - a. advance payment of the estimated cost of such copies; and
 - b. that the Owner return at a later date to pick up the requested copies, in order to allow personnel to set aside time to reproduce the documentation requested.
- (g) All persons inspecting or requesting copies of records shall conduct themselves in a businesslike manner and shall not interfere with the operation of the Association's office where the inspection or copying is taking place.

7. Seller Disclosures

- (a) To the extent that sellers within the Association are required by law to disclose to prospective buyers the governing documents and the financial documents of the Association, the Association shall cooperate with such requests in accordance with this Rule.
- (b) To request written copies of required Association documents, the seller or the seller's agent must follow the rules and procedures listed herein, including payment for the actual cost of the copying. If records are available on a website, the seller or seller's agent should use that website to obtain the documents.
- (c) *The Association uses reasonable efforts to provide copies, but shall have no liability for the information provided, nor for compliance with any deadlines or other contractual requirements.*

8. Enforcement of Inspection and Copying Rule

- (a) Any violation of these rules shall cause the immediate suspension of the inspection or copying until the violator agrees in writing to comply herewith, as well as other remedies such as fines. The Association's Board or its representatives may take any available legal action to enforce this Rule.
- (b) The Association will not honor any requests for inspection or copying that do not comply with this Rule, but the Association shall send a written notice to the person who made the request indicating the nature of any noncompliance.
- (c) Any Association representative who receives and oral request for inspection or copying shall refer the person making the request to this policy, and the Association or its representatives will have no further obligation to respond until it receives a written request.
- (d) The Association's Board shall be entitled to resolve any dispute regarding the Association's records based upon the Board's reasonable business judgment.

Effective date: _____

Sierra Pointe Homeowners Association, Inc.
Document Request Form

Name of Requesting Party: _____

Relation of Requesting Party to Owner: _____

Unit Address: _____

Daytime Phone: _____ Email: _____

In order to facilitate your request, you need to specifically describe the documents that you want to inspect and/or copy. Location or copying charges may apply and thus your request should be as limited as necessary for your purpose (and as specific as possible) to save potential expense.

I request to examine copy the following (please describe):

Pursuant to Colorado State Law and the Association's procedure regarding member access, inspection and copying of the Association's documents, I agree to pay the cost of copying (and the search fee, if any), as set by the Association or its property manager, and that payment will be made at time of service, paid by certified funds or money order (no cash). _____ (initial)

I certify that my request to review the books and records of the Association is for proper purpose related to my membership in the Association and that the request is not for commercial purposes or my personal financial gain or for any solicitation, illegal or improper purpose. Specifically, my reason for wanting to review the books and records of the Association are as follows:

Membership list requests. _____ (Signature)

By my separate signature set forth above, I certify that my request for the membership list of the Association is for a purpose related to my ownership in the Association, and that this request is not for commercial purposes or for any solicitation of money or property, except for solicitation of money or property to be used solely to solicit votes of the owners in an election to be held by the HOA; and this list shall not be sold to or purchased by any person. In order to facilitate this request, my reason for requesting the membership list of the Association is as follows:

I understand that examination of books and records of this Association will be made available during normal business hours in accordance with state law at a time and place designated by the Association. I estimate that the inspection will require _____ hours. _____ (initial)

I agree that I am solely responsible for any legal liability or damages arising from or relating to their use of the information; and that the Association assumes no liability or responsibility for the information provided, nor its use or misuse, and that ***the Association does not warrant or represent the accuracy, completeness, or any other matter in the materials provided.*** _____ (initial)

I agree that any information shall not be used for commercial, solicitation, illegal or improper purposes, and to indemnify the Association from any claims or expenses resulting from the use of such information. _____ (initial).

I agree that in such case 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. _____ (initial)

Signature of Requesting Party: _____ Date: _____