

**HIGH DESERT RESIDENTIAL OWNERS ASSOCIATION, INC.**  
**Rules for Inspection/Copying of Association Books, Records, and Documents**

as of July 1, 2008

**I. Requirement**

These Rules have been adopted in accordance with Section III C, Paragraph 3.17(m), and Article VI, Paragraphs 6.4(a), 6.4(b), and 6.4(c) of the High Desert Residential Owners Association, Inc. (“HDROA” and/or the “Association”) By-Laws, which set forth the requirement, subject to certain limitations, to make Association Books, Records, and Documents available to Members and others, and permit the Board of Directors to establish reasonable rules governing the inspection and copying of such Books, Records, and Documents.

**II. Purpose**

To facilitate the requirement of making the Association's Books, Records, and Documents reasonably available for inspection and copying by members of the Board of Directors ("Directors"), Owners/Members of HDROA, holders, insurers, or guarantors of a first mortgage on a Unit, and prospective purchasers of a unit subject to appropriate limitations and safeguards regarding use and confidentiality.

**III. Authorization**

A. **Directors.** Pursuant to Article 6, paragraph 6.4(c) of the Association’s Bylaws, each Director has the absolute right at any reasonable time to inspect and/or copy (at the expense of the Association) any and all Books, Records, and Documents of the Association. That includes all Books, Records, and Documents owned by the Association, as well as those Books, Records, and Documents in the possession of or controlled by the Association..

B. **Owner/Members, and Third Parties.** Pursuant to Article 6, paragraph 6.4(a) of the Association’s Bylaws, all Owners/Members, the holders, insurers, or guarantors of a first mortgage on a Unit (or their duly appointed representative), and prospective purchasers of a unit are permitted to inspect and/or copy any of the following items at a reasonable time, but only for a purpose reasonably related to their interest in a Unit: Declaration of Covenants, Conditions & Restrictions, Bylaws, and Articles of Incorporation, any amendments to the foregoing, the Rules of the Association, the membership register, books of account, and the minutes of meetings of the Members, the Board of Directors, and committees..

**IV. Rules**

A. Any authorized person or entity desiring to inspect and/or copy any of the

Association's books, records, and/or documents must file a written request by completing an HDROA Request Form (available at the Association's office or on its website) and returning it to the Association Manager. The request shall be specific as to the desired Books, Records and/or Documents to be inspected and/or copied, and shall state the purpose for the request, which for Owners/Members and third parties must be reasonably related to their interest in a Unit.

B. Subject to appropriate limitations and safeguards regarding use and confidentiality the Association's Books, Records, and Documents may be inspected and/or copied at the office of the Association's management company by prior appointment, or the requestor may ask that paper copies or electronic files on CD-ROM (where available) be sent to them.

C. The HDROA Request Form for Owners/Members and third parties shall contain the following confidentiality and restricted use agreement paragraph:

I hereby promise and guarantee as follows: (1) I will not use the Items, the information contained therein, or any part thereof (the "Information") for purposes unrelated to my interest in the above referenced Unit; (2) the Items and Information will not be used to solicit money or property; (3) the Items and Information will not be used for any commercial activity or gain; (4) the Items and Information will be kept confidential; and (5) the Items and Information will not be disclosed or disseminated to any third party (any person or entity other than the Requestor and their employees, officers, directors, agents, and representatives, including attorneys and accountants, and/or financial advisers of the Requestor who have a need to know, and who have signed this form or executed a separate written confidentiality agreement) without written authorization from the Board of Directors. I hereby agree to reimburse the Association for all of its reasonable attorney fees and costs if a court of law determines that I have breached the foregoing confidentiality and restricted use agreement, in whole or in part.

D. The HDROA Request Form for Directors shall contain the following confidentiality and restricted use agreement paragraph:

I hereby promise and guarantee as follows: (1) I will not use the Items, the information contained therein, or any part thereof (the "Information") for purposes unrelated to my powers and duties as a Director; (2) the Items and Information will not be used to solicit money or property; (3) the Items and Information will not be used for any commercial activity or gain; and (4) except to the extent disclosure to a third party or parties (with a need to know) is authorized in writing by the Board of Directors, the Items and Information will be kept confidential.

E. The Association will make every effort to fulfill all requests under this Policy within

seven (7) business days; however, more extensive or complex requests may take longer to process. In that event, the Association will provide the requester, within seven business days from the date of request, an estimated timetable for completion.

F. If there's any question as to whether it is appropriate for a Member/Owner or third-party to inspect and/or copy a particular Book, Record, or Document, the request must be submitted to the Board of Directors for review and approval or disapproval, in whole or in part.

G. To protect the privacy of Members/Owners, any form of "membership register" made available under these Rules will be limited to a printed listing of names and current mailing addresses and shall not include any personal, financial, violation, or account status information which may be included in their files.

H. The Association will charge reasonable fees, as it may determine from time to time, for making copies or creating a CD-ROM of the requested documents plus an administrative labor charge when applicable and any postage or other direct expenses incurred in filling the request. Such fees shall be fully disclosed on the official request form. The Association reserves the right to change the rates charged for these fees at any time, with or without notice. Charges for copying and administrative labor do not apply to requests made by Board members.

Adopted by the Board of Directors on \_\_\_\_\_, 2008.

By: Secretary of the Association

