

**HERITAGE OF HAWK RIDGE COMMUNITY ASSOCIATION
RECORDS INSPECTION, COPYING, AND RETENTION POLICY**

Terms used but not defined in this policy shall have the meaning subscribed to such terms in the Declaration of Covenants Conditions and Restrictions for the Heritage of Hawk Ridge Community Association recorded in the Official Public Records of St. Charles County, Missouri.

Note: Missouri statutes presently render null and void any restriction in the Declaration which restricts or prohibits the inspection, copying and/or retention of association records and files in violation of the controlling provisions of the Missouri Property Code or any other applicable state law. The Board has adopted this policy in lieu of any expressed prohibition or any provision regulating such matters which conflict with Missouri law, as set forth in the Declaration.

1. Written Form – The Association shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time.
2. Request in Writing; Pay Estimated Costs In Advance – An Owner (or an individual identified as an Owner’s agent, attorney or certified public accountant, provided the designation is in writing and delivered to the Association) may submit a written request via certified mail to the Association’s mailing address or authorized representative listed in the management certificate to access the Association’s records. The written request must include sufficient detail describing the books and records requested and whether the Owner desires to inspect or copy the records. Upon receipt of a written request, the Association may estimate the costs associated with responding to each request, which costs may not exceed the costs allowed pursuant to Missouri law, as may be amended from time to time. Before providing the requested records, the Association will require that the Owner remit such estimated amount to the Association. The Association will provide a final invoice to the Owner on or before the 30th business day after the records are provided by the Association. If the final invoice includes additional amounts due from the requesting party, the additional amounts, if not reimbursed to the Association before the 30th business day after the date the invoice is sent to the Owner, may be added to the Owner’s account as an assessment. If the estimated cost exceeded the final invoice amount, the Owner is entitled to a refund, and the refund shall be issued to the Owner not later than the 30th business day after the date the final invoice is sent to the owner.
3. Period of Inspection – Within ten (10) business days from receipt of the written request, the Association must either: (1) provide the copies to the Owner; (2) provide available inspection dates; or (3) provide written notice that the Association cannot produce the documents within the ten (10) days along with either: (i) another date within an additional fifteen (15) days on which the records may either be inspected or by which the copies will be sent to the Owner; or (ii) a notice that after a diligent search, the requested records are missing and cannot be located.
4. Records Retention – The Association shall keep the following records for at least the time periods stated below:
 - a. **PERMANENT:** The Articles of Incorporation, the Bylaws, and the Declaration, any and all other governing documents, guidelines, rules, regulations and policies, and all amendments thereto recorded in the property records to be effective against any Owner and/or Member of the Association. Minutes of all Board of Directors and Owners meetings, a record of all actions taken by Owners or Directors without a meeting, and all actions taken by authorized committees of the Board of Directors shall be retained permanently.
 - b. **FOUR (4) YEARS:** Contracts with a term of more than one (1) year between the Association and a third party. The four (4) year retention term begins upon expiration of the contract term.
 - c. **FIVE (5) YEARS:** Account records of each Owner. Account records include debit and credit entries associated with amounts due and payable by the Owner to the Association and written or

electronic records related to the Owner and produced by the Association in the ordinary course of business.

d. **SEVEN (7) YEARS:** Financial books and records produced in the ordinary course of business, tax returns and audits of the Association.

e. **GENERAL RETENTION INSTRUCTIONS:** “Permanent” means records which are not to be destroyed. Except for contracts with a term of one (1) year or more (See item 4.b above), a retention period starts on the last day of the year in which the record is created and ends on the last day of the year of the retention period. For example, if a record is created on June 4, 2014, and the retention period is five (5) years, the retention period begins on December 31, 2014, and ends on December 31, 2019. If the retention period for a record has elapsed and the record will be destroyed, the record should be shredded or otherwise safely and completely destroyed. Electronic files should be destroyed to ensure that data cannot be reconstructed from the storage mechanism on which the records reside.

5. Confidential Records – As determined in the discretion of the Board, certain Association records may be kept confidential such as personnel files, Owner account or other personal information (except addresses) unless the Owner requesting the records provides a court order or written authorization from the person whose records are sought.

6. Presence of Board Member or Manager; No Removal – At the discretion of the Board or Association’s Manager, certain records may only be inspected in the presence of a Board member or employee of the Association’s Manager. No original records may be removed from the office without the expressed written consent of the Board.