

HIGHLAND HILLS MAINTENANCE COMMISSION
Board of Trustees

BOARD POLICY 1-5

Dated: 1 March 2006
Last Revised: 1 August 2007

TITLE: RECORDS RETENTION, EXAMINATION AND COPYING

(Notice: This Policy supersedes all previous HHMC Board actions related to this subject)

PRIMARY RESPONSIBILITY: Board of Trustees

REFERENCES: 1) RCW 64.38.045
 2) RCW 24.03.135
 3) HHMC By-laws

BACKGROUND:

HHMC is a “homeowners’ association” subject to the Washington Homeowners’ Association statute (RCW Chapter 64.38) and a “nonprofit corporation” subject to the Washington Nonprofit Corporation statute (RCW Chapter 24.03).

RCW 64.38.045 requires that a homeowners’ association keep (i) financial and other records sufficiently detailed to enable the association to fully declare to each owner the true statement of its financial status, including but not limited to checks, bank records and invoices, and (ii) the names and addresses of owners and other occupants of the lots included in the association. RCW 24.03.135 requires that a nonprofit corporation also keep its current articles of incorporation and bylaws, a list of officers’ and directors’ names and addresses, and minutes of the proceedings of its members and its board and any minutes which may be maintained by committees of its board. Neither statute requires that any other documents be kept.

RCW 64.38.045 further provides, subject to certain exceptions, that all “records” of a homeowners’ association shall be available for examination by all members and certain others on reasonable advance notice during normal working hours at the office of the association, that the association may impose and collect a reasonable charge for copies and any reasonable costs incurred by it in providing access to its “records,” and that all “records” of the association are the property of the association.

The Homeowners’ Association statute does not define “records.”

PURPOSES:

- To more clearly define those HHMC documents that HHMC must keep and that members may examine and copy, taking into account the Homeowners' Association and Nonprofit Corporation statutes.
- To deal with privacy and confidentiality concerns as expressed by State law and HHMC's By-laws.
- To more clearly define "reasonable advance notice."
- To establish the timing of the examination and copying of HHMC documents, given that HHMC is a volunteer organization that has no office staff and no "normal working hours."
- To establish procedures for the orderly examination and copying of HHMC documents, designed among other purposes to avoid the disorder in HHMC files that has resulted from past member examinations and copying, particularly when significant amounts of copying are involved.
- To make members who wish to examine and/or copy HHMC documents aware of the charges to be imposed and collected by HHMC for costs incurred by HHMC in providing access to its documents and for copies.
- To prevent abuses of the examination process.
- To alleviate the ever-increasing need for filing cabinets, office space and document-management time (and related costs) resulting from HHMC's accumulation of documents since its creation in 1983.

DEFINITION OF "RECORDS":

"Records" means the following HHMC documents, and any amendments thereto or revisions thereof:

Articles of Incorporation;

By-laws;

Protective Covenants and Restrictions;

Board Policies;

List of Board members' and officers' names and addresses;

List of member names and addresses;

Telephone numbers and e-mail addresses of members provided by them to HHMC (if any), with the exception of unlisted telephone numbers, e-mail addresses as to which members have requested confidentiality and such other exceptions as are provided by law;

List of the names and addresses of other known occupants of lots;

Minutes of meetings of the Board of Trustees as approved by the Board, copies of any documents referred to therein as being attached, and copies of any officer or Committee reports submitted to the Board in writing at those meetings;

Written consents in lieu of meetings of the Board of Trustees;

Written resignations of Board members, officers or Committee Chairs submitted to the Board of Trustees;

Written petitions submitted to the Board of Trustees pursuant to Board Policies, any materials submitted to the Board in connection therewith and any written responses of the Board thereto;

Written requests for hearings submitted to the Board of Trustees pursuant to Board Policies, any materials submitted to the Board in connection therewith and any written responses of the Board thereto;

Minutes of annual general meetings and special meetings (if any) of members as approved by the members;

Reports of Inspectors of Election in connection with annual general meetings and special meetings (if any) of members;

Minutes (if any) of meetings of Committees as approved by those Committees;

Written requests for approval of any action submitted to any Committee, any materials submitted to the Committee in connection therewith and any written responses of the Committee thereto;

Written requests for hearings submitted to any Committee pursuant to Board Policies, any materials submitted to the Committee in connection therewith and any written responses of the Committee thereto;

Financial records (including without limitation checks, bank records and invoices);

Tax and other filings with governmental agencies;

Contracts with third parties;

Letters or other written correspondence constituting official communications between the Board, an officer or a Committee and a member regarding HHMC business and issues;
and

Copies of HHMC's newsletter to members.

To the extent, and only for the time, that HHMC's By-laws require that they be maintained in HHMC's records, "records" include proxies, member sign-in sheets and cast ballots from annual general meetings and special meetings (if any) of members.

Notwithstanding the foregoing, "Records" do not include any of the following HHMC documents:

Written communications to or from legal counsel, writings related to likely, pending or completed litigation, or descriptions of or notes or memoranda regarding any of the foregoing;

Work papers;

Drafts;

Personal notes, memoranda or other writings of Board members, officers or Committee members made by them for their own personal use and purposes, whether or not in connection with HHMC business, and not stated to be for the use or official business of HHMC;

Letters or other written correspondence reflecting individual views of Board members, officers or Committee members rather than official correspondence;

Correspondence (including without limitation e-mails) between or among Board members, officers and/or Committee members, other than those (if any) constituting official action;

Documents containing information which, under applicable law or HHMC's By-laws, is to remain confidential; and

Duplicate copies of any document.

RECORDS MAINTENANCE, RETENTION AND DESTRUCTION:

"Records" as defined above shall be maintained indefinitely, subject to any exceptions as may be expressly provided from time to time by applicable law and to the following additional exceptions:

The following may be destroyed at any time more than 6 years after their respective dates or filing dates, as applicable:

Checks, bank records and invoices;

Tax returns and other tax-related filings; and

Other governmental filings (excluding governing instruments).

Documents (other than Reports of Inspectors of Election) related to annual general meetings and special meetings (if any) of members, e.g., meeting materials sent to members, proxies, member sign-in sheets, cast ballots and officers' certificates, may be destroyed at any time when HHMC's By-laws no longer require that they be maintained in HHMC's records.

Any documents that do not constitute "records" as defined above need not be maintained and may be destroyed at any time.

Unintentional or inadvertent failure of a Board member, officer or Committee member to comply with the foregoing maintenance requirements shall not constitute a violation of this Policy.

EXAMINATION AND COPYING:

Any request, demand or other notice for an examination of HHMC documents (however phrased, a "Request") must be in writing and must be signed by a member (the "Member").

For purposes of the procedures that follow, the Board will designate, on a case-by-case basis, an officer to act as the coordinator with respect to any Request. The officer so designated by the Board in any particular case is referred to as the "Coordinating Officer."

On a case-by-case basis, the Coordinating Officer will establish procedures in response to the Request, taking into account HHMC's prior experience with document examination and copying, its experience (if any) with the Member involving document examination and/or copying, and the extent of the documents to be examined and/or copied. However, and notwithstanding any other provision of this Policy, in no event may original documents be removed from HHMC's office for copying without the express prior approval of the Board.

Except to the extent waived, added to or otherwise modified by the Coordinating Officer in writing as circumstances (including without limitation the involvement of third parties) dictate, the following procedures will apply:

Examination and Copying:

- Will take place at HHMC's office. In the event that any Committee records normally kept at the home of a Committee Chair are included in the documents to be examined, the Coordinating Officer will arrange for transportation of such records to and from

HHMC's offices. Such records are often kept at the home of a Committee Chair due to space limitations at HHMC's office. The person or company with which such arrangement is made in any particular case is referred to as the "Transporter." If a significant amount of such records is involved, the Transporter may be a commercial transportation service.

- Will be monitored by a person designated by the Coordinating Officer for that purpose (the "Monitor"). Unless the scope of examination specified by the Member in his or her Request is insignificant, the Monitor will generally be a paralegal, legal assistant or the like hired by the Coordinating Officer on behalf of HHMC. It is likely that any such person will be employed elsewhere, so the date may have to fall on a Saturday or Sunday.
- Will take place on a date mutually agreed upon by the Member and the Coordinating Officer a reasonable period of time after the Request is received by HHMC, taking into account the time involved in arranging for any Transporter and/or Monitor that will be involved and the availability of any such Transporter and/or Monitor.
- Will be limited to an essentially uninterrupted period of the Member's choosing between the hours of 9 a.m. and 5 p.m. The period chosen must be realistic in terms of the scope specified by the Member in his or her Request. Depending on that scope, a minimum number of hours may be required by the Monitor.
- Will be limited to "records" as defined above. If the Member finds that he or she has been given access to any item that is not such a record, he or she must immediately alert the Monitor, and will not be permitted to review or copy it.
- May not exceed the scope specified by the Member in his or her Request.
- Must be conducted by the Member alone or by the Member's counsel and/or accountant alone; provided that if the examination will be conducted by the Member and if the Member so chooses, he or she may be accompanied by one other HHMC member or by the Member's counsel and/or accountant to assist in the examination process. This limitation is necessary in order to avoid the disruption, disorganization, misplacement or loss of files and significant time restoring them that often results from simultaneous multiple-person examination and/or copying. If the Member chooses to have the examination conducted by his or her counsel and/or accountant, or if the examination will be conducted by the Member and the Member chooses to be accompanied by any permitted additional person, that counsel, accountant or person must be identified by name, profession and capacity in the Member's Request (in which event, such counsel or accountant must comply, or such counsel, accountant or person must also comply, with the procedures set forth herein, for which compliance the Member shall be responsible).

- Must be done outside of HHMC's file drawers. Rummaging through documents while they are in file drawers and/or removing sheets from file folders or binders in file drawers will not be permitted.
- Must be done in such a fashion that no more than one file folder, binder or loose document is outside of HHMC's file drawers at any time and (unless the entire contents of a file folder or binder are to be copied) in such a fashion that no more than one document or sheet of paper is out of any file folder or binder for copying at any one time. This is an aggregate limit rather than a per-person limit.
- Must be done in such a fashion that the location from which any file folder, binder or loose document is removed from HHMC's file drawers is prominently temporarily marked with a paper clip, post-it or other means, to which location the Member shall return the item and then remove the mark.
- Must be done in such a fashion that the location from which each sheet of paper to be copied is removed is prominently temporarily marked by a paper clip, post-it or other means, to which location the Member shall return the sheet and then remove the mark.
- Must be done non-destructively, and in such a fashion that all of HHMC's documents are restored to their pre-review order and condition.
- Must be conducted by the Member in a civil fashion. Abusive or threatening conduct will not be tolerated.

Additional Procedures Related to Copying:

If the Member wishes to copy any record, the Member may do so on the office copier. The Monitor will instruct the Member in the operation of the office copier.

For the protection of the office copier, the Member must remove the staple(s) from any stapled document or loose sheet of paper to be copied. The Member must re-staple any such document or loose sheet of paper to its original condition immediately after copying it.

The Member will be responsible for any damage done to the copier.

Generally, all copying must be done on 8-1/2" x 11" paper, on one side only. Any copying done on larger paper, or on more than one side of a sheet of paper, will be treated as involving multiple copies. For example, copying on both halves of one side of 17" x 11" paper will be treated as two copies, and copying on both halves of both sides of such paper will be treated as four copies. This is the basis on which HHMC is charged under its copier maintenance contract.

Use of Information

Any item of information obtained by the Member in the course of his or her examination of HHMC documents is subject to Board Policy 1-6.

Expenses:

To cover the costs incurred by HHMC in providing access to its records and for copying, the Member must pay to HHMC:

- HHMC's cost of retaining any commercial transportation service or other third party as a Transporter.
- HHMC's cost of retaining any third party as a Monitor. Generally, a third party who commits to act as a Monitor will require payment, at his or her hourly rate or on some other basis, for the entire period specified in the Member's Request for the examination and/or copying session, whether or not the session actually takes that entire period.
- 25 cents per copy for each copy made, whether or not the copies are satisfactory to the Member. The first copy made by the Member should be a test.

To assure HHMC's receipt of payment, the Member must deposit with HHMC's Treasurer, at least five business days in advance of the date scheduled for his or her examination, the sum of: (i) an amount estimated by the Coordinating Officer to be sufficient to cover the cost of any third-party Transporter plus (ii) the amount that would be owed to the Monitor for the entire examination period specified by the Member in his or her Request, plus (iii) an amount estimated by the Coordinating Officer to be sufficient to cover the Member's copying charges. There will be no refund of any of the foregoing except for any portion of the amount in (i) that does not become owed to the third-party Transporter, any portion of the amount in (ii) that the Monitor may agree to refund, and 25 cents for each copy fewer than the number reflected in the amount in (iii).

In the event the Member wishes to make more copies than are covered by the amount in (iii), the Member must prepay the Monitor for such additional copies.

Pre-Examination Procedure:

The Member must provide the Board with a written Request stating the scope of the proposed examination and the proposed starting and ending times for the examination session at HHMC's office, at least two weeks in advance of the proposed examination. The Request may include a proposed date or dates for the examination. As noted above, the Request must include the name, profession and capacity of any counsel and/or accountant the Member chooses to conduct the examination on his or her behalf or any counsel, accountant or person the Member chooses to have accompany him or her during the examination.

The Coordinating Officer will then contact a Transporter of his or her choice (if any is to be involved) and a Monitor of his or her choice and advise the Member of possible dates for the scheduling of the examination session; following which the Coordinating Officer and the

Member will seek to agree upon a mutually acceptable date. The Coordinating Officer will also advise the Member of any waivers, modifications or other additions to the procedures set forth above that will apply to the examination and copying in the Member's particular case (which the Coordinating Officer will confirm in writing if the Member chooses to proceed on that basis).

If the Member chooses to proceed at the time and on the basis described, the Coordinating Officer may require, as a condition to the examination and/or copying session, that the Member confirm that basis in a fashion reasonably acceptable to the Coordinating Officer.

Abuse of Examination Right:

Arranging for an examination and/or copying session involves a substantial expenditure of time by HHMC. In light of that:

In the event the Member fails to make the required deposit on time, fails to appear for the scheduled examination session within 15 minutes of its starting time, or otherwise fails to abide by the foregoing procedures, the Coordinating Officer or Monitor may cancel or terminate the scheduled session and the Board may suspend the right of the Member (and of anyone acting on behalf of the Member) to examine and/or copy records or to attend any such examination and/or copying.

In the event the Member repeatedly submits the same or similar Requests, or submits several Requests that could reasonably foreseeably have been dealt with in a single Request, or otherwise abuses his or her right to examine HHMC records, the Board may suspend the right of the Member (and of anyone acting on behalf of the Member) to examine and/or copy records or to attend any such examination and/or copying.

Any such suspension will be for a reasonable period of up to 45 days, to be established by the Board in the particular case at its monthly meeting first occurring after the event giving rise to such suspension.

SPECIAL PROVISIONS RELATED TO PENDING PROPERTY SALES:

Background:

In late July of 2007, HHMC received confirmation from the Washington Realtors ("Realtors") and the Northwest Multiple Listing Service ("NWMLS") that they will be changing the forms used for the purchase and sale of Washington residential real estate. The changes will be effective approximately October 15, 2007. At that time, the Realtors will discontinue publishing their own forms and both organizations will begin to use the existing NWMLS forms with certain mutually agreed upon revisions.

One of NWMLS's existing forms that is being revised is its "Optional Clauses Addendum." That form allows a seller and buyer, if they mutually so choose, to add to the terms of NWMLS's Purchase and Sale Agreement any or all of several optional provisions. The Addendum, as revised, will include the following new optional provision:

“Homeowners’ Association Review Period. If the Property is subject to a homeowners’ association or any other association, then Seller shall provide Buyer a copy of the following documents (if available) within 5 days of mutual acceptance.

1. Association meeting minutes from the prior two (2) years.
2. Association Board of Directors meeting minutes from the prior six (6) months.
3. Association financial statements from the prior two (2) years.

If Buyer does not give notice of disapproval of the association documents within _____ (5 days if not filled in) of receipt of association documents then this homeowners’ association review condition shall conclusively be deemed satisfied (waived). If Buyer gives a timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.”

The number of days is under continuing consideration, and may be extended.

The NWMLS Purchase and Sale Agreement states that “Any specified period of 5 days or less shall not include Saturdays, Sundays or legal holidays.”

HHMC is not a party to or bound by the terms of any purchase and sale agreement a selling member may enter into – including the quoted optional provision. Nor is HHMC otherwise required to provide a pending buyer with the copies of documents described in the quoted optional provision or to provide a selling member with the described copies for the purpose of delivery to a pending buyer. Indeed, the described copies, and the financial and other information contained in them, are “Private HHMC Information” subject to the limitations on use and disclosure by members contained in Board Policy 1-6 adopted in March of 2006. Thus, absent an amendment to this Board Policy 1-5, HHMC could refuse to provide, or to permit a selling member to provide, the described copies to a non-member pending buyer; and a selling member could decline to agree to a request from a potential buyer to add the quoted optional provision on the grounds that the described copies were not “available” and therefore that adding the provision would be meaningless. However, the effect that approach might have on a potential buyer’s willingness to sign a purchase and sale agreement is unclear.

The Board of HHMC believes that the protection of “Private HHMC Information” is in the best interest of all of HHMC’s members, for the reasons stated in Board Policy 1-6. At the same time, the Board has no wish to make sales of Highland Hills real property more difficult than they need to be. In an attempt to strike a reasonable balance, the Board has instituted the procedure described below. A member wishing to sell Highland Hills real property should understand, however, that the procedure does not assure that they will be able to fulfill their delivery obligation on a timely basis should they choose to add the quoted optional provision to their purchase and sale agreement; and that failure to fulfill their delivery obligation on a timely basis may result in the buyer being excused from any obligation to close the sale. **Any member who agrees to add the quoted optional provision assumes the risk that their buyer may cease to**

be obligated to close the sale. That risk will be heightened for any member who agrees to add the quoted optional provision without changing the delivery deadline to at least 14 calendar days from mutual acceptance or who agrees to add it with a delivery deadline of 14 or more calendar days from mutual acceptance but does not begin to follow the procedure described below immediately after the mutual acceptance.

HHMC cannot guarantee delivery of the described copies by the delivery deadline stated in the quoted optional provision -- or for that matter by any other stated deadline -- for a number of reasons, including the following: HHMC may not be aware of the purchase and sale agreement or of the deadline; HHMC has no central telephone number or e-mail address at which an appropriate person to process a request for the described copies can be reached nor any office staff to process such a request; HHMC's officers may not be reachable at all times; and HHMC may receive multiple requests at about the same time.

Procedure:

Once an agreement to sell Highland Hills real property has been entered into (the "mutual acceptance" referred to in the quoted optional provision), the member should immediately notify HHMC of the agreement and provide HHMC with a properly completed and signed copy of the request form attached to this Policy as Exhibit A together with payment to HHMC of the \$100 processing fee referred to therein.

The member should provide the notification, request and fee to HHMC's Secretary, if available. If the Secretary is not available, then to HHMC's Treasurer, if available. If the Treasurer is not available, then to HHMC's Vice President, if available. If the Vice President is not available, then to HHMC's President, if available. The home phone numbers and e-mail addresses of HHMC's officers are included in each month's Highlander.

In the interest of time, notification should be given through a direct telephone conversation with the appropriate HHMC officer. If a member chooses to leave notification on an officer's answering machine or in an officer's voicemailbox, or to deliver notification to an officer by e-mail, there is a chance that the officer will not become aware of the notification for some time. Unless a member receives confirmation from the officer of the receipt of notification left in that manner, the member should assume that the notification has not been received by HHMC and should seek to notify the next HHMC officer (in the order above).

Following HHMC's of a properly completed and signed request and the required processing fee, HHMC will prepare and mail to the buyer, by first class mail addressed to the buyer at the buyer's address shown on the request, a package containing the requested copies sealed in a separate envelope bearing the legend "Do Not Open Until The Accompanying Letter Has Been Read" and a cover letter substantially in the form attached to this Policy as Exhibit B.

For purposes of this procedure, certain terms used in the quoted optional provision will be interpreted as follows: (1) the term "minutes" does not include drafts, but refers only to definitive versions that have been appropriately approved (in the case of association meeting minutes,

minutes of meetings of HHMC's members that have subsequently been approved by HHMC's members; in the case of association Board of Directors meeting minutes, minutes of meetings of HHMC's Board of Trustees that have subsequently been approved by HHMC's Board); (2) the term "minutes" does not include other documents referred to therein (including without limitation documents referred to therein as being attached); and (3) the term "association financial statements" refers only to HHMC's annual financial statements and the latest monthly financial statement as of the time of a request, and refers only to statements of actual historical results without budgeted amounts or comparisons of actual historical results to past or current budgeted amounts. Given that meetings of HHMC's members generally occur only annually, and therefore that minutes of those meetings generally do not exist until a year later, the package sent to a buyer in the interim will include a copy of the highlights of the latest meeting of members published in the Highlander.

PENALTY:

In addition to all available legal remedies for enforcement, including without limitation injunctive relief, violation of this Policy will cause a member to be subject to penalty under Board Policy 1-4.

Exhibit A

REQUEST FOR DELIVERY OF COPIES TO PENDING BUYER

The undersigned member* of Highland Hills Maintenance Commission (is/are) the sole record owner(s) of the following real property (the "Property") located in Highland Hills:

Street Address (or, if none, Parcel and Lot Numbers) of the Property

The undersigned has entered into an agreement for the sale of the Property (the "Agreement") to the following buyer (the "Buyer"):

Printed Name of Buyer**

Printed Mailing Address of Buyer**

The date of mutual acceptance of the Agreement is: _____

An optional provision has been added to the Agreement requiring the undersigned to provide the Buyer with copies (if available) of HHMC's association meeting minutes from the prior two (2) years, HHMC's Board of Directors meeting minutes from the prior six (6) months and HHMC's financial statements from the prior two (2) years, and to do so within _____ **calendar** days of the above date.

The undersigned (has/have) read the section of HHMC Board Policy 1-5 titled "Special Provisions Related to Pending Property Sales." The undersigned hereby request(s) HHMC to prepare the foregoing copies and to mail them to the Buyer, by first class mail, at the above mailing address, as contemplated in the referenced section. The undersigned's payment to HHMC of a \$100 processing fee is included with this Request.

The undersigned acknowledge(s) that inclusion in the Agreement of the optional provision described above was a matter of negotiation between the undersigned and the Buyer rather than a requirement; that HHMC is not a party to the Agreement and is not required by law to provide any of the requested documents to the Buyer; and that there can be no assurance the Buyer will receive the requested documents by the deadline stated above. The undersigned agree(s) not to assert any claim against HHMC arising directly or indirectly out of any failure to meet the deadline stated above.

Dated: _____, _____

Signature(s) of Requesting Member

Printed Name(s) of Requesting Member

* This request must be signed by the record owner(s) of the Property. If there is more than one record owner, all record owners must sign.

** The name and mailing address must be those of the buyer, not the buyer's broker or any other agent for the buyer.

Exhibit B

FORM OF COVER LETTER TO BUYER

Highland Hills Maintenance Commission
P.O. Box 2198, Sequim, WA 98382
[Date]

[Name and Address of Buyer
provided by Member]

Dear _____:

We have been advised by [Name of Selling Member], a member of our homeowners' association (the "Selling Member"), that you have entered into an agreement (the "Agreement") to purchase from the Selling Member the real property in Highland Hills known as [Address (or, if none, Parcel and Lot Numbers) of the Property] (the "Property").

The Selling Member has requested that we mail to you copies of certain HHMC documents. Those documents are contained in a sealed envelope accompanying this letter.

HHMC is a private association, and is not required by law to provide those documents to you or to permit the Selling Member to provide or disclose them to you. In addition, in the interest of our membership (of which you will become a part upon the closing of the pending purchase), we adopted a Policy in March of 2006 prohibiting the disclosure of HHMC private information such as that contained in the requested documents to non-member third parties. That Policy has been amended to permit delivery of certain association documents to third-party pending buyers such as yourself, but only provided you agree to abide by certain restrictions on the use or disclosure of those documents and their contents – restrictions that correspond to those applicable to all of our members.

If you are not willing to agree to the restrictions set forth below, do not open the accompanying sealed envelope; instead return it to me. If you do open the accompanying sealed envelope, you will thereby be agreeing to those restrictions. Those restrictions are as follows:

1. The documents in the sealed envelope (the "Enclosed Documents") are being provided solely for your review in connection with the Agreement. Neither the Enclosed Documents nor the information contained in them may be used or disclosed for any other purpose.
2. The Enclosed Documents, and the information contained in them, are solely for review by you. They may not be shown to or disclosed to anyone else who is not a member of HHMC, including without limitation your real estate broker or other agent if he or she is not a member of HHMC; provided that if you are being advised in connection with the Agreement by an

attorney who is not a member of HHMC, you may show them to your attorney upon your receipt of an oral agreement from your attorney that they are to be treated as provided in these restrictions.

3. No copies of the Enclosed Documents or of any of the information contained in them may be made.
4. If the Agreement is terminated for any reason, you must promptly destroy the Enclosed Documents.
5. Following the closing of the sale contemplated in the Agreement, you may retain the Enclosed Documents; but your use or disclosure of the Enclosed Documents or of any of the information contained in them will be subject to the restrictions on use or disclosure contained in Board Policy 1-6.

We look forward to welcoming you as a member of our community.

[Signing Officer]