

**DEEP CREEK HIGHLANDS PROPERTY OWNERS ASSOCIATION, INC.
BOOKS AND RECORDS REQUEST FORM**

Pursuant to Deep Creek Highlands POA Document Distribution Control Policy, any member requesting to examine, copy, or have delivered any POA books and records under section 11B-112 of the Maryland Homeowners Association Act or Article XI or XVI of the Bylaws of the Deep Creek Highlands Property Owners Association, Inc. must identify the requested document(s) and specify whether the member is requesting to examine, copy, and/or have the document delivered.

Member Request Date: _____

DCH Response Date: _____

Document Title, Description, Date of Document

Indicate: examine, copy, or request delivery (specify email or U.S. mail)

(Member)	Status (DCH POA)
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____
10. _____	_____
11. _____	_____
12. _____	_____

Indicate here whether you or your duly authorized agent will be examining or receiving the requested POA books and records:

Document examiner: _____

You must include with any request for an Agent to act on your behalf with respect to this Books and Records Request Form, a notarized letter of consent that the designated person is their duly authorized agent who is authorized to act on behalf of the Requesting Member.

DCH POA Member Name and Lot # (Typed)

DCH POA Member Signature

**DEEP CREEK HIGHLANDS PROPERTY OWNERS ASSOCIATION, INC.
NON-DISCLOSURE AGREEMENT**

This Agreement is made between Deep Creek Highlands Property Owners Association, Inc. (“the Association”) and Association Member _____, (“Member”) to protect the Association’s confidential information.

1. For the purposes of this Agreement, the following words shall mean:

“Non-Disclosure Agreement” and “NDA” mean this agreement by which the Member certifies their understanding that access to confidential information is provided pursuant to the terms and restrictions of these provisions, and that the Member has read the provisions and agrees to be bound by them.

“Confidential Information” means information concerning the Association and its members, employees, and outside service providers including their personal or proprietary information not generally known to the public or the Association’s owners and members. Examples of Confidential Information include, but are not limited to, the names of residents delinquent on dues, the names of persons making complaints about another person’s violation of the Governing Documents, information covered by the Association’s attorney-client privilege, information about discussions or actions taking place by the Association Board in executive session, other Members sensitive personal and financial information, employment information about the Association’s employees, and information related to vendor contracts or contract bids including pricing, services, and other contract details. Confidential Information may be tangible or intangible, and may be contained in documents, records, software, computer programs, electronic data, e-mail or any other media.

“Duly Authorized Agent” is a person or entity that has written notarized authorization to act on behalf of the Member.

2. The Association does and will possess Confidential Information and intends that Confidential Information not be disclosed to Association Members except as provided by the Association’s governing documents or State Law. The Member or Member’s Agent shall not be permitted to inspect or gain access to Confidential Information unless the Member has first executed the Association’s Non-Disclosure Agreement. Executing this NDA does not give the Member a right to access Confidential Information beyond what is required under the Maryland Homeowners Association Act and the Association’s governing documents.

The Member or Member’s Agent shall not disclose, either directly or indirectly, any Confidential Information to any Association owner or member or person except as permitted by Maryland state law. The Member is liable for any unauthorized disclosure of confidential information made by such Member’s Agent

3. The Member is required to promptly report all unauthorized disclosures of Confidential Information to the Association. Breach of this Agreement will cause damage which is irreparable and difficult to calculate. Actions the Association may take if Member breaches this Agreement include any remedy available at law or in equity. The Association shall also have the right to recover from the Member all legal fees and costs the Association incurs to enforce this Agreement and/or it incurs as a result of a breach of this Agreement.
4. Each party (each, the “Indemnifying Party”) agrees to indemnify, defend, and hold the other party (each, the “Indemnified Party”), along with the Indemnified Party's affiliates, officers, directors, employees,

subsidiaries, parent, agents, and permitted assigns, harmless from and against any and all third-party claims, losses, liabilities, damages, expenses, and costs, including reasonable outside attorneys' fees and court costs, to the extent arising out of the Indemnifying Party's: (1) negligence or willful misconduct; or (2) material breach of any of the terms of this Agreement. The Indemnified Party shall provide the Indemnifying Party with prompt written notice of any claim and give complete control of the defense and settlement to the Indemnifying Party, and shall reasonably cooperate with the Indemnifying Party, its insurance company, and its legal counsel in its defense of such claim(s), at the Indemnifying Party's expense. This indemnity shall not cover any claims in which there is a failure to give the Indemnifying Party prompt notice, to the extent such lack of notice prejudices the defense of the claim. The Indemnifying Party may not settle any potential suit hereunder without the Indemnified Party's prior written approval, not to be unreasonably withheld, conditioned or delayed

I HAVE READ AND UNDERSTAND THIS AGREEMENT.

Deep Creek Highlands POA Member

Approved by the DCH Board of Directors at the Quarterly Board Meeting on September 11, 2024.

Deep Creek Highlands POA Document Distribution Control Policy

Under MD Code, section 11B-112 (Maryland Homeowners Association Act (Act)), except as specifically excluded by the Act, all books and records kept by or on behalf of the homeowners association (e.g. financial statements of the homeowners association or meeting minutes) shall be made available for examination or copying, or both, by a lot owner, a lot owner's mortgagee, or their respective duly authorized agents or attorneys, during normal business hours, and after reasonable notice. Additionally, a lot owner may also request in writing a copy of financial statements of the homeowners association or the minutes from a POA meeting, which the POA may deliver either by mail, electronic transmission, or personal delivery. Consistent with the Act, Articles XI and XVI of the Bylaws of the Deep Creek Highlands Property Owners Association, Inc. (POA) provide that any owner, member or first mortgagee may inspect the books, records, and papers of the Association during reasonable business hours.

To ensure POA compliance with these provisions of the Act and Bylaws, and because the POA does and will possess sensitive personal information and confidential business information to which members and lot owners may have access per the Act and Bylaws, the POA is implementing the following policy governing access to and distribution of POA books and records.

1. Requests to Review Books and Records: Any member or lot owner requesting (Requesting Member) to examine, copy, or have delivered to them the POA's books, records, financial statements, or meeting minutes (together, "Books and Records") must make their request using the DCH POA Books and Records Request Form which form must be submitted by email to board@dchhighlands.com or delivered by person or U.S. mail to [Manager's address?]
2. Agents: If the Requesting Member intends for their duly authorized agent to examine, copy, or receive the POA's Books and Records, the Requesting Member must indicate that on the DCH POA Books and Records Request Form and submit a notarized letter of consent that the designated person is their duly authorized agent who is authorized to act on behalf of the Requesting Member. A Requesting Member may not designate as their agent any person who may have a financial or competitive conflict of interest with the POA or the POA's manager, employees, contractors, or vendors. The POA may decline to allow any such agent access to the POA's Books and Records and will notify the Requesting Member of such in writing.
3. Confidentiality and Non-Disclosure Agreement: Prior to being allowed access to the POA's Books and Records, a Requesting Member and any duly authorized agent must execute the POA's Confidentiality and Non-Disclosure Agreement to prevent this disclosure of any confidential POA information except as permitted by state law.

Approved by the DCH Board of Directors at the Quarterly Board Meeting on September 11, 2024.