

POLICY FOR COLLECTION OF ASSESSMENTS

This Assessment Collection Policy supersedes and replaces all prior assessment collection policies.

Purpose: The following policy was adopted by the Board of Directors of The Country Club Ridge Condominium Association, Inc. ("the Association") pursuant to Colorado law at a regular meeting of the Board.

AUTHORITY: The Declaration of Covenants, Conditions and Restrictions of Country Club Ridge Condominiums recorded on April 8, 2004 at Reception B4063629 ("Declaration"), the Bylaws of the Association, the Colorado Common Interest Ownership Act ("CCIOA"), §38-33.3-123, §38-33.3-302 and §38-33.3-209.5, C.R.S., and other applicable Colorado and Federal laws.

Effective Date: October 1, 2017

Resolution:

The Association hereby adopts the following policy:

1. **Due Date:**

- i. Common Assessments are due annually, payable in 12 equal monthly payments, due and payable on or before the first day of each month ("Due Date") in an amount determined by the Board of Directors.
- ii. All other types of assessments are due on the dates specified by the Board of Directors at the time the assessment was imposed.
- iii. All Assessments are delinquent if not received by the Association before 5:00 p.m. on the Due Date.
- iv. Payments are delinquent if not fully paid within ten (10) days after the Due Date ("Delinquency").

2. **Late Fees and Interest:**

- i. The Association may impose a \$50.00 late fee for any Delinquency.
- ii. Interest accrues at the rate of 21% per annum from the Due Date of any Delinquent assessment, including late fees, and other monies due, until paid in full.

- iii. Interest will continue to accrue each month on all amounts owed to the Association until paid in full.

3. Notice of Delinquency:

When a Delinquency occurs, the Association may mail by first class mail only to the address on file with the Association, a Notice of Delinquency setting forth:

- i. the total amount due with an accounting of how the total was determined;
- ii. that a payment plan is available as set forth below and instructions for contacting the Association to enter into such plan;
- iii. the name and contact information of the person from whom the owner may obtain a ledger in order to verify the amount;
- iv. that action is required to cure the Delinquency; and
- v. that failure to cure the account in full within thirty days ("Cure Date"), may result in the account being turned over to a collection agency or the association's attorneys, a lawsuit being filed, the filing and foreclosure of a lien against the property and/or other remedies available under Colorado law.

4. Assessment Lien:

If the Association records an Assessment Lien against the property it may impose a \$160.00 Assessment Lien fee against the owner's account to cover the costs of preparation, recordation and release of the lien. The Association may record the Assessment Lien at any time after the Cure Date with or without any other notice.

5. Payment Plan:

All unit owners are entitled to enter into a Payment Plan to pay off the delinquency in equal monthly installments over six (6) months except where (a) a unit owner who has previously entered into a payment plan under this section, or (b) the unit owner does not occupy the unit and acquired the property as a result of a default of a security interest encumbering the unit or foreclosure of the Association's lien. All such Payment Plans shall be executed by the owner and the Association in a document entitled Stipulated Settlement Agreement which may be filed with the court.

6. Delinquent Accounts Referred to Attorneys

- i. If payment in full of all outstanding amounts is not received by the Cure Date, the Association may turn the matter over to a collection agency or the Association's attorneys for collection.
- ii. The attorneys may take all steps necessary to collect the past due balance including, but not limited to, filing suit for a personal

money judgment, filing an action for judicial foreclosure of the Assessment Lien, and/or requesting that the court appoint a receiver.

- iii. Judicial foreclosure may only be commenced if the Delinquency equals or exceeds the amount of six months' worth of common expense assessments.
- iv. Judicial foreclosure must be authorized by the Board by recorded vote prior to initiating such action.
- v. All late fees, interest, attorney fees and costs incurred will be added to and become part of the Assessment.
- vi. Once the matter is referred to the Association's attorneys, the owner must communicate with the attorney to arrange payment of the past due balance. The Association or management company staff will cease all further communication with the owner regarding the delinquency until such time as the delinquency is cured in full except that the owner may communicate with the Board of Directors at a regularly scheduled meeting in accordance with the rules established for such communication.
- vii. Once the account is referred to the attorneys for collection, all payments must be made by bank check, money order or certified funds.

7. Restrictive Endorsements:

If an owner intends to seek satisfaction of the outstanding debt by tendering a check containing a restrictive endorsement for less than the entire balance then outstanding, the owner must deliver the check to the Association's managing agent by certified mail, postage prepaid, return receipt requested, with a notation in the bottom right hand corner of the envelope not covered by the return receipt, stating in capital and bold letters "RESTRICTIVE ENDORSEMENT". Generally, such checks will be rejected and returned to the owner.

8. Application of Payments:

Any payment for less than the full amount then outstanding will be applied by the Association to the owner's account in the order listed below and the oldest balance in each category will be paid first:

- i. Attorney fees and costs;
- ii. Association costs and expenses;
- iii. Late Fees;

- iv. Assessment Lien fee;
- v. Interest;
- vi. Fines (if applicable); and
- vii. Assessments.

9. **Returned Check Fee:**

In addition to the statutory remedies available to the Association, if any check is not paid upon presentation for any reason, the Association shall assess a \$25.00 Returned Check Fee to the owner's account, in addition to any applicable late fees and/or attorney fees incurred by the Association. An owner's payment of the amount of the check plus the Returned Check Fee must be made by cashier's check or money order only.

10. **Status Letter Fee:**

Upon written request and payment in advance to the Association of a \$200 status letter fee, the Association will furnish to an owner or a designee of the owner, a written statement of the full balance owed including all assessments, charges, interest, fees, etc. However, if the account has already been referred to the Association's attorneys for collection, the written request for a status letter must be submitted to legal counsel and a \$300.00 status fee shall be sent to the attorney in advance.

Definitions.

Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Declaration shall have the same meaning herein.

Supplement to Law.

The provisions of this Policy shall be in addition to and in supplement of the terms and provisions of the Declaration and the law of the State of Colorado.

Deviations.

The Board may deviate from the procedures set forth in this Policy if in its sole discretion such deviation is reasonable under the circumstances.

Amendment.

This Policy may be amended from time to time by the Board of Directors.

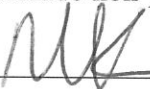
Severability

Invalidation of one of the foregoing provisions by court order or judgment shall have no effect on the remaining provisions which shall remain in full force and effect.

CERTIFICATION:

The undersigned, being the Secretary of the Board of Directors of The Country Club Ridge Condominium Association, Inc., a Colorado nonprofit corporation, certifies that this Policy was adopted by Resolution approved by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors of the Association on September 18 2017 and in witness thereof, the undersigned has subscribed his/her name.

**THE COUNTRY CLUB RIDGE
CONDOMINIUM ASSOCIATION, INC.,**
a Colorado non-profit corporation

By: 
Its: _____