

**RESOLUTION  
OF  
THE MEADOWS AT COAL CREEK HOMEOWNERS ASSOCIATION, INC.  
REGARDING POLICY AND PROCEDURE FOR COLLECTION OF UNPAID ASSESSMENTS**

**SUBJECT:** Adoption of a policy and procedure regarding the collection of unpaid assessments.

**PURPOSE:** To provide notice of the Associations adoption of a uniform and systematic procedure to collect assessments and other charges of the Association.

**AUTHORITY:** The Declaration, Articles of Incorporation and Bylaws of the Association and Colorado law, including but not limited to C.R.S. §38-33.3-209.5.

**EFFECTIVE DATE:** July 01, 2016

**RESOLUTION:** The Association hereby adopts the following Policy:

It is in the best interest of the Association to refer delinquent accounts promptly to an attorney for collection so as to minimize the Association's loss of assessment revenue. The Board of Directors may hire an attorney with experience in representing homeowner associations in collections and other matters. The Association hereby gives notice of its adoption of the following policies and procedures for the collection of assessments and other charges of the Association:

1. Due Dates. The annual assessment is due on the date specified on the invoice. Assessments or other charges not paid in full to the Association on the due date shall be considered past due and delinquent, and shall incur late fees and interest as provided below.
2. Receipt Date. The Association shall post payments on the day that the payment is received by the Association.
3. Late Charges on Delinquent Accounts. The Association shall impose on a monthly basis a twenty-five dollars (\$25.00) late charge for each Owner who fails to timely pay his/her annual assessment on or before the due date. The Association shall impose interest from the date due at the rate of twelve percent (12%) per annum on the amount owed for each Owner who fails to timely pay their annual assessment or other amounts due on the due date. This late charge shall be a "common expense" for each delinquent Owner.
4. Personal Obligation for Late Charges. The late charge shall be the personal obligation of the Owner(s) of the property for which such assessment or installment is unpaid. All late charges shall be due and payable immediately, without notice, in the manner provided by the Declaration (and as set forth herein) for payment of assessments.
5. Return Check Charges. In addition to any and all charges imposed under the Declaration, Articles of Incorporation and Bylaws, the Rules and Regulations of the Association or this Resolution, a twenty five dollar (\$25.00) fee or other amount deemed appropriate by the Board of Directors shall be assessed against an Owner in the event any check or other instrument attributable to or payable for the benefit of such Owner is not honored by the bank or is returned by the bank for any reason whatsoever, including but not limited to insufficient funds. Such return check charge shall be due and payable immediately, upon demand. Notwithstanding this provision, the Association shall be entitled to all additional remedies as may be provided by applicable law. Returned check charges shall be the

obligation of the Owner(s) of the property for which payment was tendered to the Association and treated as a common expense assessment allocated to that Owner's account. Returned check charges shall become effective on any instrument tendered to the Association for payment of sums due under the Declaration, Articles, Bylaws, Rules and Regulations or this Resolution after the date adopted as shown above. If two or more of an Owner's checks are returned unpaid by the bank within any (fiscal) year, the Association may require that all of the Owner's payments, for a period of one (1) year, be made by certified check or money order. This return check charge shall be in addition to any late fees or interest incurred by an Owner. Any returned check shall cause an account to be past due if full payment of the annual assessment is not made on or before the due date.

6. Attorney Fees on Delinquent Accounts. As an additional expense permitted under the Declaration and by Colorado law, the Association shall be entitled to recover its reasonable attorney fees and collection costs incurred in the collection of assessments or other charges due the Association from a delinquent Owner. The reasonable attorney fees incurred by the Association shall be due and payable immediately when incurred, upon demand.
7. Application of Payments. All sums collected on a delinquent account that has been turned over to the Association's attorney shall be remitted to the Association's attorney until the account is brought current. All payments received on account of any Owner or the Owner's property (hereinafter collectively "Owner"), shall be applied in the following manner: first to payment of any and all legal fees and costs (including attorney fees), then to expenses of enforcement and collection, late charges, interest, returned check charges, lien fees, and other costs owing or incur with respect to such Owner pursuant to the Declaration, Articles, Bylaws, Rules and Regulations, or this Resolution, prior to application of the payment to any special or regular assessments due or to become due with respect to such Owner.
8. Collection Process.
  - (a) After an annual assessment or other charges due to the Association becomes delinquent, the Board shall send a written notice ("First Notice") of nonpayment, amount past due, notice that interest and late fees have accrued and request for immediate payment within the first thirty (30) days the amount is past due.
  - (b) After an annual assessment or other charges due to the Association becomes between thirty (30) days and sixty (60) days delinquent, the Board shall send a second written notice ("Second Notice") of non-payment, amount past due, notice that interest and late fees have accrued, notice of intent to file a lien and request for immediate payment.
  - (c) After an annual assessment or other charges due to the Association becomes between sixty (60) and ninety (90) days, the Board may file a lien and turn the account over to the Association's attorneys for collection.
  - (e) Upon receiving the delinquent account, the Association's attorney shall send a letter to the delinquent Owner demanding immediate payment for past due assessments or other charges due. Upon further review, the Association's attorney may file a summons and complaint with the court of jurisdiction. If a judgment or decree is obtained, including without limitation a foreclosure action, such judgment or decree shall include reasonable attorney's fees together with the cost of the action and any applicable interest and late fees.
  - (f) In addition to the steps outlined above, the Association may elect to suspend the voting rights of any Owner whose account is past due at the time of such voting.

9. **Collection Procedures/Time Frames.** The following time frames shall serve as a guideline for use in the collection of the annual assessment and other charges.

Due Date (date payment due)	Date specified on invoice
Past Due Date (date payment is late if not received on or before that date)	Fifteen days after due date
First Notice (notice that late charges and interest have accrued)	Within thirty (30) days after due date
Second Notice (notice that late charges and interest have accrued, notice of intent to file lien)	Within sixty (60) days after due date
Lien filed; Demand letter sent to Owner; Reserve the right to utilize other collection methods if necessary	Within ninety (90) days after due date

The attorney is to consult with the Association as necessary to determine if payment has been arranged or what collection procedures are appropriate.

10. **Certificate of Status of Assessment.** The Association shall furnish to an Owner or such Owner's designee upon written request, first class postage prepaid, return receipt, to the Association's agent, a written statement setting forth the amount of unpaid assessments currently levied against such Owner's property for a twenty-five dollar (\$25.00) fee. However, if the account has been turned over to the Association's attorney, such request may be handled through the attorney.
11. **Bankruptcies and Foreclosures.** Upon receipt of any notice of a bankruptcy filing by an Owner, or upon receipt of a notice of a foreclosure by any holder of an encumbrance against any property within the Association, the Board shall advise the Association's attorney of the same and turn the account over to the Association's attorney.
12. **Referral of Delinquent Accounts to Attorneys.** Upon referral to the Association's attorney, the attorney shall take all appropriate action to collect the accounts referred. After an account has been referred to an attorney, the account shall remain with the attorney until the account is settled, has a zero balance or is written off. The attorney, in consultation with the Association, is authorized to take whatever action is necessary and determined to be in the best interests of the Association, including, but not limited to:
- a. Filing of a suit against the delinquent Owner for a money judgment;
  - b. Instituting a judicial foreclosure action of the Association's lien;

- c. Filing necessary claims, documents, and motions in bankruptcy court in order to protect the Association's interests;
- d. File a court action seeking appointment of a receiver.

All payment plans involving accounts referred to an attorney for collection shall be set up and monitored through the attorney.

Upon referral of any matter to the Association's attorney, the Board acting on behalf of the Association, shall pay the attorney's usual and customary charges as well as any costs incurred by the attorney on the Association's behalf, promptly upon receipt of the monthly invoice from the attorney.

- 13. Appointment of a Receiver. The Association may seek the appointment of a receiver if an Owner becomes delinquent in the payment of assessments pursuant to the Declaration and Colorado law. A receiver is a disinterested person, appointed by the court, who manages the rental of the property, collects the rent and disburses the rents according to the court's order. The purpose of a receivership for the Association is to obtain payment of current assessments, reduce past due assessments and prevent the waste and deterioration of the property.
- 14. Judicial Foreclosure. The Association may choose to foreclose on its lien in lieu of or in addition to suing an Owner for a money judgment. The purpose of foreclosing is to obtain payment of all assessments owing in situations where either a money judgment lawsuit has been or is likely to be unsuccessful or other circumstances favor such action.
- 15. Waivers. The Association is hereby authorized to extend the time for the filing of lawsuits and Liens, or to otherwise modify the procedures contained herein, as the Association shall determine appropriate under the circumstances.
- 16. Communication with Owners. All communication with a delinquent Owner shall be handled through the Association's attorney once a matter has been referred to the attorney. Neither the Board nor any member of the Board of Directors shall discuss the collection of the account directly with an Owner after it has been turned over to the Association's attorney unless the attorney is present or has consented to the contact.
- 17. Defenses. Failure of the Association to comply with any provision in this Policy shall not be deemed a defense to payment of assessment fees or other charges, late charges, return check charges, attorney fees and/or costs as described and imposed by this Policy.
- 18. Definitions. Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Declaration shall have the same meaning herein.
- 19. Supplement to Law. The provisions of this Resolution shall be in addition to and in supplement of the terms and provisions of the Declaration and the law of the State of Colorado.
- 20. Deviations. The Board or its agent may deviate from the procedures set forth in this Resolution if in its sole discretion such deviation is reasonable under the circumstances.
- 21. Amendment. This policy may be amended from time to time by the Board of Directors.

**PRESIDENT'S  
CERTIFICATION:**

The undersigned, being the President of The Meadows at Coal Creek Homeowners Association, Inc., a Colorado nonprofit corporation, certifies that the foregoing Resolution was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors on

LM BRASSEM and in witness thereof, the undersigned has subscribed his/her name.

**THE MEADOWS AT COAL CREEK  
HOMEOWNERS ASSOCIATION, INC.,**  
a Colorado nonprofit corporation

By: 

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President