

**POLICY
OF PARK EAST SQUARE HOMEOWNERS ASSOCIATION, INC.
REGARDING PROCEDURES FOR COLLECTION OF UNPAID ASSESSMENTS AND
OTHER CHARGES**

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

PURPOSE: To provide notice of the Association's 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.

EFFECTIVE DATE: February 14, 2023

RESOLUTION: The Association hereby adopts the following policy and procedures for the collection of assessments and other charges of the Association.

1. Due Dates. Installments of the annual assessment as determined by the Association and as allowed for in the Declaration shall be due and payable on the 1st day of each month. Assessments or other charges not paid in full to the Association within one day of the due date shall be considered past due and delinquent. All other charges, including but not limited to fines, special assessments, and service fees, shall be due and payable on the date(s) specified by the Board of Directors. Assessments or other charges not paid in full to the Association within 30 days of the due date shall incur late fees and interest as provided below. In the event notice of acceleration is given to delinquent Owner(s), the Owner(s) of the townhome shall also be charged any costs incurred by the Association in giving notice of such acceleration.
2. Receipt Date. The Association shall post payments on the day that the payment is received in the Association's office.
3. Late Charges on Delinquent Assessments and Other Charges. The Association shall impose on a monthly basis a \$15.00 late charge for each Owner who fails to timely pay any assessment or other charge within 30 days of the due date. This late charge shall be a "common expense" for each delinquent Owner. The Association shall impose interest from the date due at the rate of 6% per annum on the amount owed for each Owner who fails to timely pay any assessment or other charge within 30 days of the due date.
4. Personal Obligation for Assessments and Other Charges, Fees, and Costs. The assessments and other charges, fees, and costs shall be the personal obligation of the Owner(s) of the townhome for which such assessments or other charges are unpaid. All

assessments or other charges shall be due and payable immediately, without notice, in the manner provided by the Declaration (and as set forth herein) for payment.

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 (including Architectural Control Guidelines) or this Policy and other policies (hereinafter collectively referred to as "governing documents"), a return check fee, not to exceed \$20.00, 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. This returned check charge shall be a "common expense" for each Owner who tenders payment by check or other instrument which is not honored by the bank upon which it is drawn. 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 townhome for which payment was tendered to the Association. Returned check charges shall become effective on any instrument tendered to the Association for payment of sums due under the governing documents 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 future 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 assessment or other charge is not timely made within 30 days of the due date.
6. Service Fees. In the event the Association incurs any type of service fee, regardless of what it is called, for the handling and processing of delinquent accounts on a per account basis, such fees will be the personal responsibility of the Owner as such fee would not be incurred but for the delinquency of the Owner.
7. Repayment Plan. Any Owner who becomes delinquent in payment of assessments may enter into a repayment plan with the Association, which plan shall be for a maximum term of 18 months or such other longer term as may be approved by the Board of Directors.

Such repayment plan shall be offered to each Owner prior to the Association referring any account to an attorney or collection agency for collection action. Under the repayment plan, the Owner may choose the amount to be paid each month, so long as each payment is at least twenty-five dollars (\$25.00) until the balance of the amount owed is less than twenty-five dollars (\$25.00), at which time the full amount of the remaining balance shall be paid.

The Owner shall be deemed to be in default of the repayment plan and the repayment plan with the Association shall be null and void if within 30 days after the Association has provided the Owner with a written offer to enter into a repayment plan, the Owner

either declined the repayment plan; or after accepting the repayment plan, failed to pay at least three (3) of the monthly installments, not necessarily consecutively, within 15 days after the monthly installments were due.

If the Owner does not confirm written acceptance of the repayment plan within 30 days after the Association has provided the Owner with a written offer to enter into a repayment plan, the offer shall be deemed to be declined.

In the event the Owner defaults or otherwise does not comply with the terms and conditions of the repayment plan, including the payment of ongoing assessments of the Association, the Association may, without additional notice, refer the delinquent account to an attorney or collection agency for collection action or may take such other action as it deems appropriate in relation to the delinquency.

An Owner who has entered into a repayment plan may elect to pay the remaining balance owed under the repayment plan at any time during the duration of the repayment plan.

8. 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.
9. Application of Payments. Once an account is referred to the Association's attorney or collection agency, all sums collected on a delinquent account shall be remitted to the Association's attorney or agency until the account is brought current. The Association may prohibit the Owner from accessing any online payment portal 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 the payment of any assessments owed, then to any and all legal fees and costs (including attorney fees), then to expenses of enforcement and collection, late charges, returned check charges, lien fees, and other costs owing or incurred with respect to such Owner pursuant to the governing documents.
10. Collection Process.

After an installment of an annual assessment or other charges due to the Association becomes more than 30 days delinquent, the Board of Directors shall send a written notice ("Delinquency 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.

- (a) The Association's Delinquency Notice, at a minimum, shall include the following.

- (i) The total amount due to the Association along with an accounting of how the total amount was determined.
 - (ii) Whether the Owner may enter into a payment plan and instructions for contacting the Association to arrange for and enter into a plan.
 - (iii) A name and contact information for an individual the Owner may contact to request a copy of the Owner's ledger in order to verify the amount of the debt.
 - (iv) A statement indicating that action is required to cure the delinquency and that failure to do so within 30 days may result in the Owner's delinquency account being turned over to an attorney, a collection agency, the filing of a lawsuit against the Owner, appointment of a receiver, the filing and foreclosure of a lien against the Owner's property, or other remedies available under Colorado Law including revoking the Owner's right to vote if permitted in the Bylaws or Declaration.
 - (v) Specify whether the delinquency concerns unpaid assessments; unpaid fines, fees or charges; or both unpaid assessments and unpaid fines, fees, or charges, and, if the notice of delinquency concerns unpaid assessments, the notice of delinquency must notify the Owner that unpaid assessments, excluding unpaid fines, may lead to foreclosure.
 - (vi) Include a description of the steps the Association must take before the Association may take legal action against the Owner, including a description of the Association's covenant violation cure process as laid out in the Association's Covenant and Rule Enforcement Policy.
 - (vii) Include a description of what legal action the Association may take against the Owner, including a description of the types of matters that the Association or Owner may take to Small Claims Court, including injunctive matters for which the Association seeks an order requiring the Owner to comply with the governing documents of the Association.
- (b) The Delinquency Notice will be provided to the Owner in the following manners:
- (i) Certified Mail, return receipt requested; and,
 - (ii) Physically posted on the Owner's townhome at the Association; and,
 - (iii) By one of the following manners:
 - (1) First-class mail;

- (2) Text message to a cellular number that the Association has on file because the Owner has provided the cellular number to the Association; or,
 - (3) Email to an email address that the Association has on file because the Owner has provided the email address to the Association.
- (c) After an assessment or other charge due to the Association becomes more than 60 days delinquent, the Board of Directors may turn the account over to the Association's attorney or collection agency for collection.

Any collection account referred to an attorney or collection agency for collections shall first be approved by the Board of Directors via resolution or a vote of the Board during executive session and recorded in the minutes, pursuant to the Association's Conduct of Meetings Policy.

Upon receiving the delinquent account, legal counsel may file a lien and send a letter to the delinquent Owner demanding immediate payment for past due assessments or other charges due. Upon further review, legal counsel may file a lawsuit or further collection action. If a judgment or decree is obtained, including without limitation a foreclosure action, such judgment or decree shall include reasonable attorney fees together with the cost of the action and any applicable interest and late fees.

In addition to the steps outlined above, even after the Owner has been sent to the attorney or collection agency for collections, on a monthly basis, the Association shall send any Owner with an outstanding balance due an itemized statement at no charge listing all assessments, fines, fees, and charges that the Owner owes the Association. A ledger going back to the last zero balance can satisfy this requirement.

This monthly statement shall be sent by first-class mail. The monthly statement shall also be sent by email if the Association has an email address for the Owner.

This monthly statement shall be sent in English unless the Owner has indicated a preference for notices to be sent in another language as well.

If the Owner has identified a designated contact, this monthly statement shall be sent to both the Owner and a copy sent to the designated contact.

This monthly statement may not contain additional legal fees and legal costs that have been incurred by the Association but have not yet been posted to the ledger. As such, the Owner is required to communicate with the collection attorney or agency to obtain the most up to date balance.

11. Collection Procedures/Time Frames. The following time frames shall be followed for use in the collection of assessments and other charges.

Due Date (date payment due)	1st day of the month due or other Board specified date
Past Due Date (date payment is late if not received on or before that date)	One day after due date
Delinquency Notice (notice that late charges and interest have accrued, notice of intent to file lien, required disclosures of the Association, and the availability of a payment plan if applicable)	Any time after 30 days after due date
Delinquent account turned over to Association's attorney or collection agency; Lien filed; Demand letter sent to Owner.	Any time after 60 days after due date

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

12. Certificate of Status of Assessment. The Association shall furnish to an Owner or such Owner's designee upon the Owner or designee's written request to the Association, made via first-class postage prepaid, return receipt requested mail, a written statement from the Association, setting forth the amount of unpaid assessments currently levied against such Owner's property at no charge and delivered personally or by certified mail, first-class-postage prepaid, return receipt requested. However, if the account has been turned over to the Association's attorney or collection agency, such request may be handled through the attorney or agency.

A status letter provided to a title company or mortgage company in anticipation of a sale of the property or a refinance of the mortgage provides additional information beyond a statement of the total amount due and as such any charges incurred by the Association for providing a status letter shall be charged back to the Owner.

13. 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 townhome within the Association, Board of Directors shall notify the Association's attorney of the same and turn the account over to the Association's attorney, if appropriate.
14. Referral of Delinquent Accounts to Attorneys or Collection Agency. Upon referral to the Association's attorney or collection agency, the attorney or agency shall take all appropriate action to collect the accounts referred. After an account has been referred to an attorney or collection agency, the account shall remain with the attorney or agency

until the account is settled, has a zero balance or is written off. The attorney or agency, in consultation with Board of Directors, 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, upon approval by the Association's Board of Directors;
- (c) Filing necessary claims, documents, and motions in bankruptcy court in order to protect the Association's interests; and,
- (d) Filing a court action seeking appointment of a receiver.

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

15. 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.
16. 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. The Association shall consider individually each recommendation for a foreclosure. Such foreclosure shall be approved by the Board of Directors via resolution or a vote of the Board during executive session and recorded in the minutes of the meeting at which the vote was taken.

The Association may only approve a foreclosure action after the delinquency equals or exceeds six months of common expenses assessments based on a periodic budget adopted by the Association.

The Association may not foreclose on an Owner's townhome if the debt securing the lien consists only of one or both of the following:

- (a) Fines that the Association has assessed against the Owner as a result of covenant or rule violations; or
- (b) Collection costs or attorney fees that the Association has incurred and that are only associated with assessed fines as a result of covenant violations.

If a townhome has been foreclosed on by the Association, the townhome shall not be purchased by a member of the Board of Directors, an employee of the Association or Association's management company representing the Association, an employee of the law firm representing the Association, or an immediate family member of any of these individuals.

17. 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.

18. Communication with Owners.

As to any communication sent by the Association or the Management company on behalf the Association pursuant to Paragraph 10 of this Policy, the Association or management company or agents on their behalf, shall maintain a record of any contacts, including information regarding the type of communication used to contact the Owner and the date and time that the contact was made.

An Owner may identify another person to serve as a designated contact for the Owner to be contacted on the Owner's behalf. The Owner must authorize the designated contact in writing to the Association. If the Owner identifies a designated contact, the Association shall send any collection correspondence and notices to both the Owner and their designated contact. However, once an Owner is sent to the attorney or collection agency for collections, all communication will be directly with the Owner until or unless the Owner provides permission directly to the Association's attorney or collection agency giving permission for the attorney or agency to discuss with the designated contact.

An Owner may notify the Association if the Owner prefers that correspondence and notices from the Association be made in a language other than English. If a preference is not indicated, the Association shall send the correspondence and notices in English. If the Owner has notified the Association of a preference other than English, any notices or letters sent pursuant to this Policy shall be sent both in English and in the preferred language.

If an Owner has identified both a designated contact and a preference for a different language, the Association shall send the Owner the correspondence or notice in the preferred language and in English and the designated contact the correspondence or notice in English.


All communication with a delinquent Owner shall be handled through the Association's attorney or collection agency once a matter has been referred to the attorney or agency. No 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 or collection agency unless the attorney or agency is present or has consented to the contact.

19. Communication by Owners. Owners may communicate with the Association in any manner they choose including email, text, fax, phone, or in writing, when available. However, in doing so, the Owner acknowledges that the Association and/or its agents may communicate via the same method unless otherwise advised.
20. 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.
21. Definitions. Unless otherwise defined in this Policy, initially capitalized or terms defined in the Declaration shall have the same meaning herein.
22. 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 governing the Project.
23. 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.
24. Amendment. This Policy may be amended from time to time by the Board of Directors.

PRESIDENT'S

CERTIFICATION: The undersigned, being the President of Park East Square Homeowners Association, Inc., a Colorado nonprofit corporation, certifies that the foregoing Policy was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors on February 14, 2023, and in witness thereof, the undersigned has subscribed their name.

Park East Square Homeowners Association, Inc.,
a Colorado nonprofit corporation

By: 
Its: President