

ANNIE MITCHELL HOMESTEAD CONDOMINIUMS EXECUTIVE
BOARD RESOLUTION

COLLECTIONS POLICY

The undersigned President of ANNIE MITCHELL HOMESTEAD CONDOMINIUM ASSOCIATION, a CCIOA community and Colorado nonprofit corporation (the "Association"), being duly authorized by the Association's Executive Board, hereby approves and adopts the following Resolution pursuant to C.R.S. § 38-33.3-209.5:

RESOLVED, that the following Policy of the Association is hereby adopted and ratified:

1. Due Date. Assessments are due on the first day of each month (the "Due Date"), without prior notice or within thirty (30) days of the Association mailing an invoice to the Owner via first class mail or by a regularly used email address on file with the Association for any regular and special assessments or amended assessments pursuant to a new or modified annual budget. Any assessment payment not received by the Association within thirty (30) days of the Due Date is considered past due and delinquent ("Delinquent").

2. Late Charges; Interest. The Association shall be entitled, but is not required, to impose a late charge of twenty-five dollars (\$25.00) in each of the following instances: (a) on each past due and Delinquent installment that is not physically received by the end of the payment period; and (b) in the event any check or other instrument attributable to or payable for the benefit of an Owner is not honored by the bank or is returned by the bank for any reason whatsoever. All late charges shall be due and payable immediately, without notice, in the manner provided for payment of Assessments. Further, the Association shall be entitled, but is not required, to impose interest on Assessments not paid within thirty (30) days of the Due Date at the rate of twenty-one percent (21%) per annum.

3. Attorney Fees on Delinquent Accounts. 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 an Owner who is Delinquent in payment (the "Delinquent Owner").

4. Application of Payments. The Association reserves the right to apply all payments received on account of any Owner first to payment of any and all legal fees and costs (including attorney's fees), then to costs and expenses of enforcement and collection, late charges, interest, returned check charges, lien fees, and other costs owing or incurred with respect to such Owner, and any remaining amounts shall be applied to the Assessments due with respect to such Owner.

5. Collection Letters. Prior to turning over a Delinquent Owner's account to an attorney for legal action, the Association will send the following notices:

a. *Delinquency Notice*. If payment in full for the Assessment or other charge owed to the Association is not received within thirty (30) days of the Due Date, the Association will, send a notice of delinquency to the Owner who is Delinquent in payment, which includes the following (the "Notice of Delinquency"):

(i) The total amount due, with an accounting of how the total was determined;

(ii) Whether the opportunity to enter into a payment plan exists pursuant to section 38-33.3-316.3 and instructions for contacting the Association to enter into such a payment plan;

(iii) The name and contact information for the individual the Owner may contact to request a copy of the Owner's ledger in order to verify the amount of the debt; and

(iv) That action is required to cure the delinquency and that failure to do so within thirty (30) days may result in the Owner's Delinquent account being turned over to an attorney, a lawsuit being filed against the Owner, the filing and foreclosure of a lien against the Owner's property, or other remedies available under Colorado law.

b. *Notice of Intent to File Lien.* If payment in full is not received within sixty (60) days of the Due Date, the Association may, but is not required to, send a notice to the Owner that a Notice of Lien will be filed if the delinquency is not promptly cured. No such notice is a prerequisite either to the filing of a Notice of Lien or to the effectiveness of the lien itself and all Association rights are expressly reserved.

6. Liens. If payment in full, for any Assessment or other charge, is not received within sixty (60) days of the Due Date, the Association shall be entitled to file a Notice of Lien against the Lot of the Delinquent Owner. The Notice of Lien may include late charges, attorney's fees, fines and interest owed by the Delinquent Owner. The Notice of Lien shall be served upon the Delinquent Owner by mail to the Owner's address as the Association may have in its records for the Owner. Any failure by the Association to file a Notice of Lien shall in no manner be deemed a waiver to file such a Notice at a later date. Further, the filing of a Notice of Lien is not a prerequisite to the effectiveness of a lien for Delinquent assessments and all Association rights are expressly reserved.

7. Payment Plans for Delinquent Assessments. Except in those limited circumstances detailed in C.R.S. Section 38-33.3-316.3, in the event that any Owner is more than sixty (60) days past due in payment of a Delinquent assessment (including regular and special assessments and any associated fees, charges, late charges, attorney fees, fines, and interest), the Executive Board will make a good-faith effort to coordinate with the Owner to set up a payment plan that meets the requirements of C.R.S. Section 38-33.3-316.3. Any payment plan thus negotiated must permit the Owner to pay off the deficiency in equal installments over a period of at least six months. The Association may pursue legal action against an Owner if the Owner fails to comply with the terms of his or her payment plan, including but not limited to failing to pay an agreed-upon installment, or failing to remain current with regular assessments as they come due during the payment plan period. The Association has no obligation to negotiate a payment plan with any Owner who has previously entered into a payment plan with the Association.

8. Referral of Delinquent Accounts. After sending the Notice of Delinquency specified in Section 5 herein, and making a good faith effort to negotiate a payment plan pursuant to Section 7 hereof, the Association may, but shall not be required to, refer Delinquent accounts to its attorneys for collection. After consultation with the Executive Board and/or the Association's managing agent, the attorneys shall be entitled to exercise all available remedies to collect the

amounts due, including judicial foreclosure and appointment of a receiver of the Delinquent Owner's property.

9. Other Remedies. In addition to other remedies provided herein for Delinquent payment of Assessments, the Association may:

a. Accelerate and declare immediately due and payable all unpaid installments of the Assessment payable for the balance of the fiscal year during which such default occurred; and/or

b. Suspend the Delinquent Owner's rights to use the Association's amenities and/or voting rights for any period during which Assessments remain unpaid.

10. Waiver and Modification of Procedure. The Association has the option and right to continue to evaluate each collection issue on a case by case basis. The Association may grant a waiver of any provision herein. Such relief granted to an Owner shall be appropriately documented. In addition, 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 may determine appropriate under the circumstances.

11. Definitions. Unless otherwise defined in this Policy, initially capitalized or terms defined in the Declaration and Bylaws shall have the same meaning herein.

12. Supplement to Law. The provisions of this Policy shall be in addition to and in supplement of the terms and provisions of the Declaration, Bylaws, and the law of the State of Colorado governing the Association.

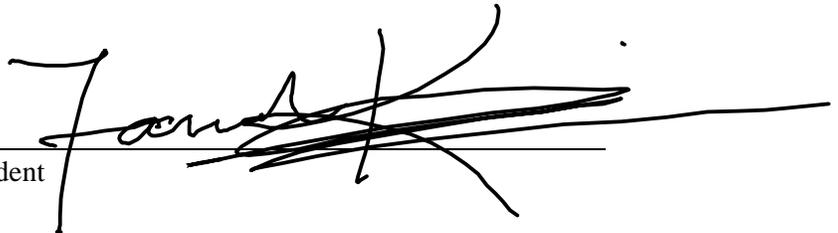
13. Deviations. The Executive Board may deviate from the procedures set forth in this Policy if in its sole discretion such deviation is reasonable under the circumstances.

14. Defenses. Failure of the Association to comply with any provision in this Policy shall not be deemed a defense to payment of Assessments or other charges, late charges, return check charges, attorney fees and/or costs otherwise payable to the Association.

IN WITNESS WHEREOF, the foregoing Resolution is hereby adopted by the President of the Association, acting upon action and direction of the Executive Board.

Dated: _____06/21/2021_____.

President

A large, stylized handwritten signature in black ink, appearing to read 'James K.', is written over a horizontal line. The signature is highly cursive and extends significantly to the right of the line.