

**AMENDED AND RESTATED RESOLUTION NO. 3
OF THE
MEADOW HILLS ESTATES 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 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: October 21, 2009; amended February 17, 2010; amended January 23, 2014; Amended November 5, 2020

RESOLUTION: The Association hereby adopts the following policy:

1. Due Dates. The annual common expense assessments and insurances assessments, as determined by the Association's Board of Directors, and as allowed for in the Declaration and Colorado statutes, shall be due and payable annually on or before the thirty-first (31st) of January of each year. Special assessments or other charges may be assessed or made from time to time by the Association in accordance with the Declaration, and are due and payable as specified by the resolution authorizing such assessment or charge. All assessments or other charges not paid to the Association when due shall be considered past due and delinquent.
2. Late Fees and Interest. The Association shall be entitled to impose a late fee of fifteen dollars (\$15.00) on any assessment or other charge not paid by March 1 of each year; and additional late fee of fifteen dollars (\$15.00) if such assessment is not paid by June 1 of such year; and an additional late fee of fifteen dollars (\$15.00) if such assessment is not paid by September 1 of such year. Additionally, any assessment or other charge not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of one and one half percent (1.5%) per month. All such fees and interest shall be due and payable immediately, without notice, in the manner provided for payment of assessments.
3. Return Check Charges. A twenty dollar (\$20.00) fee 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. Notwithstanding this provision, the Association shall be entitled to all additional remedies as may be provided by applicable law.
4. Attorneys' Fees on Delinquent Accounts. The Association shall be entitled to recover its reasonable attorneys' fees and collection costs incurred in the collection of assessments or other charges due the Association from a delinquent owner, together with post-judgment and appellate attorneys' fees and costs incurred.
5. Application of Payments Made to the Association. 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 attorneys' 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 or other charges due with respect to such owner. For purposes of collecting an outstanding judgment, the Association may, but shall not be required, to first apply payments received following entry of a judgment towards post-judgment attorneys' fees and costs and/or assessments and other charges coming due following the entry of the judgment.

6. Offer of Payment Plan. Subject to the following requirements and conditions, the Association shall offer a payment plan to any delinquent owner and make a good faith effort to coordinate a payment plan with the owner:
 - a. The payment plan must allow the delinquent owner the right to pay off the delinquency in equal installments over a period of at least six (6) months;
 - b. No payment plan need be offered if the owner does not occupy the Lot and has acquired the Lot as a result of:
 - i. a default of a security interest encumbering the Lot; or
 - ii. foreclosure of the Association's lien;
 - c. The Association is not required to offer a payment plan or negotiate such a plan with an owner who has previously entered into a payment plan with the Association;
 - d. The owner's failure to remit payment of an agreed-upon installment, or to remain current with regular assessments as they come due during the period of the payment plan, constitutes a failure to comply with the terms of the payment plan.
 - e. The Association may pursue legal action against the owner if the owner fails to comply with the terms of the payment plan.
7. Reminder Notice. After any assessment becomes delinquent, and before any other action is taken on the delinquent amount, the Association shall cause a reminder notice to be sent to the delinquent owner at the address of the owner's lot in Meadows Hills Estates unless the owner has provided written notice to the Association of a different address. Such notice shall advise the owner that the assessment due are delinquent and that the owners must pay the assessment plus any applicable late charges in interest by the date specified in the reminder notice.
8. Notice of Delinquency. After an installment of an assessment or other charge owed to the Association becomes at least thirty (30) days past due, and before the Association turns the delinquent account over to a collection agency or refers it to the Association's attorneys for legal action, the Association shall cause a Notice of Delinquency to be sent to the owner who is delinquent in payment. The Notice of Delinquency shall specify the following:
 - a. the total amount due, with an accounting of how the amount was determined;
 - b. whether an opportunity to enter into a payment plan exists under the requirements and conditions set forth in Paragraph 7 above, and the instructions for contacting the Association or its manager to enter into such a payment plan;
 - c. the name and contact information for the person the owner may contact to request a copy of the owner's ledger in order to verify the amount owed;
 - d. that action is required to cure the delinquency and the specific action required to cure the default; and

- e. that failure to cure the delinquency within thirty (30) days may result in the delinquent account being turned over to a collection agency or the Association's attorney, acceleration of the balance of the assessment or the installments of the assessment for the then current fiscal year, a lawsuit being filed against the owner, the filing and foreclosure of a lien against the owner's Lot, or other remedies available under Colorado law.

The Notice of Delinquency shall be mailed to the owner at the owner's Meadow Hills Estates Lot address unless the owner has given notice, in writing, of an alternate address. The Association may, but shall not be required to, send additional notices to the owner, either before or after the Notice of Delinquency set forth in this Paragraph 8, for as long as amounts remain past due on the owner's account. However, the Association is only required to send one (1) Notice of Delinquency provided for in this Paragraph 8.

9. Liens. If payment in full of any assessment or other charge is not received by the deadline stated in the reminder notice, the Association may cause a notice of lien to be filed against the property of the delinquent owner. The lien shall include assessments, fees, charges, late charges, attorneys' fees, fines and interest owed by the delinquent owner.
10. Referral of Delinquent Accounts to Attorneys. After the deadline stated in the Notice of Delinquency has expired, the Association may, but shall not be required to refer delinquent accounts to its attorneys for collection. Upon referral to the attorneys, the attorneys 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. All payment plans involving accounts referred to an attorney for collection shall be set up and monitored through the attorney. After consultation with the Board of Directors 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.
11. Foreclosure of Lien. Notwithstanding any provision of this policy to the contrary, the Association may only foreclose the lien if:
 - a. The balance of the assessments and charges secured by the lien equals or exceeds six (6) months' worth of regular assessments based on the periodic budget adopted by the Association; and
 - b. The Board of Directors has formally resolved, by a recorded vote, to authorize the filing of a legal action against the specific owner's Lot on an individual basis.
12. Waivers. Nothing in this policy shall require the Association to take specific action(s) other than to notify owners of the adoption of this policy. The failure to provide notice to a homeowner in accordance with the provisions of this policy, with the exception of the offer of a payment plan if applicable, shall not constitute a defense or condition precedent to any action to collect the debt. The Association has the option and right to continue to evaluate each delinquency on a case-by-case basis. The Association may grant a waiver of any provision herein upon petition in writing by an owner showing a personal hardship. Such relief granted an owner shall be appropriately documented in the files with the name of the person or persons representing the Association granting the relief and the conditions of the relief. 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 except as may be prohibited by Colorado law.
13. Order of Remedies. Subject to the restrictions contained in Paragraph 11 above concerning

foreclosure, the Association may pursue any actions or remedies, including, but not limited to, actions for personal judgment, foreclosure or receivership (on an *ex parte* basis or otherwise and for purposes of collecting the lien balance coming due to the association both pre-judgment and post-judgment in any judicial proceeding), to collect amounts owed in any order or contemporaneously, and cumulatively, and in the case of a foreclosure by the holder of another security interest in the owner's property, may immediately proceed to file actions for personal judgment, foreclosure or receivership (on an *ex parte* basis or otherwise) without the necessity of following the procedures set forth above.

14. Severability. If a provision of this policy is or becomes illegal, invalid or unenforceable, that shall not affect the validity or enforceability of any other provision of this policy.
15. Superseding Previous Policies. This policy shall replace and supersede any previous rules, regulations or policies of the Association addressing the collection of past due assessments.
16. 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 Meadow Hills Estates Homeowners Association, Inc., a Colorado nonprofit corporation, certifies that the foregoing Amended and Restated Resolution was adopted by the Board of Directors of the Association at a duly called and held meeting of the Board of Directors on 11/5/20 and in witness thereof, the undersigned has subscribed his name.

MEADOW HILLS ESTATES HOMEOWNERS
ASSOCIATION, INC., a Colorado nonprofit corporation

By: Wm. J. Warkentin
Its: President

Wm. J. Warkentin, MD



NOTICE OF DELINQUENCY

DATE:

Homeowner name and address: _____

Re: Account Delinquency

Dear _____,

Please note that your account is currently delinquent in the amounts indicated on the enclosed account ledger.

You may enter into a payment plan to bring your account current by paying the delinquent balance in full in equal installments over a period of at least six months. Please contact:

_____ at _____,

if you desire to pay this debt, set up this payment plan or to verify the debt owed. In addition to paying agreed upon installments, you must remain current with regular assessments as they come due. If you enter into a payment plan and you fail to make any payment pursuant to the plan, including regular assessments as they come due, the Association may proceed with additional collection action against you without further notice to you.

The Association does not have an obligation to accept your payment plan if you are not occupying your Unit and have acquired your property as a result of (a) a default of a security interest encumbering your property or (b) foreclosure of the Association's lien.

Failure to cure the delinquency or enter into a payment plan within thirty (30) days from the date of this letter may result in your delinquent account being turned over to an attorney or collection agency, a lawsuit being filed against you, the filing and foreclosure of a lien against your property or other remedies available under Colorado law.

PLEASE BE ADVISED THAT THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED FROM YOU WILL BE UTILIZED FOR THAT PURPOSE.

Sincerely,

The Board of Directors
Meadow Hills Homeowners' Association