

# Wedding Canyon Estates II Owners Association

## Dues Collection Policy and Procedure Pursuant to C.R.S. §38-33.3-209.5(1)(b)(i)

BE IT RESOLVED, that the following policy shall govern the adoption and amendment of collections for the Association.

### 1. Scope:

To adopt a procedure and policy to be followed when owner accounts are not current.

### 2. Specifics:

The Association shall levy and enforce regular and special assessments which are secured by a continuing lien upon the property against which the assessment is made. By accepting a deed to any lot, each owner agrees to pay to the Association all the assessments.

Fines assessed for non-compliance of the Declaration and the payment of dues in accordance with the Associations' governing documents, including this Policy.

In the event an Owner does not occupy their residence, but chooses to lease said property, the Owner shall be liable for his/her Tenants actions. It shall be the Owner's personal obligation to pay to the Association all assessments, fines, fees or penalties that are levied against the property, whether the cause of the Owner or a Tenant.

The Board of Directors sets assessments. Assessments are due on January 1, April 1, July 1, and September 1, of each year and late on the 30th of said month. If an amount is owed on the account, statements will be mailed to each Owner prior to the due date.

If payment is returned due to insufficient funds or any other reason, there will be a \$45.00 NSF fee to cover bank charges and the payment will be considered delinquent.

**Payments for assessments and fines not paid within thirty (30) days after the due date are considered delinquent and shall bear penalties/fees from the due date.**

If an account is delinquent, a late fee of \$30.00 will be added after 30 days.

The following list details fines and penalties:

- 30 days or more delinquent – \$30.00 penalty added to the account ledger of member in arrears.
- 60 days or more delinquent - \$30.00 fee added to the Owner's ledger every month until paid in full or a payment plan is put into place that is approved by the Board or the Managing Agent.
- 90 days or more delinquent – an intent to lien notice shall be sent to the owner and a charge of \$50.00 added to the owner's ledger for said notice. The Collection Agency or Management company shall collect this fee and not the Association.
- 120 days or more delinquent – the unit shall be liened and an additional \$50.00 Lien Fee added to the owner's ledger. Monthly fines of \$30 shall continue to accumulate.
- If total dues in arrears, fees, fines and penalties accumulate without payment or the owner setting up a repayment plan to pay back all monies over six (6) months, the

Association may consult legal counsel with the intent to foreclose on the unit or seek a legal judgment against the owner to garnish wages.

All costs associated with collection of a delinquent account by an outside agency or the management company will be charged to and paid for by the delinquent account.

The Association may elect to accelerate and declare immediately due and payable the remaining balance of assessments and fines for such fiscal year.

All delinquent accounts shall be a lien on the Owner's Lot to which the provisions of section 38-333.3-316, C.R.S., shall apply.


All voting rights will be suspended during the period in which an Owner's account is delinquent, 30 days after the due date.

The Board of Directors may, at their discretion, waive or modify these procedures based upon facts presented to them by the owner of the outstanding account.

3. **Definitions:** Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Declaration shall have the same meaning therein.
4. **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 governing the Project.
5. **Deviations:** The Board may deviate from the procedures set forth in this Resolution if in its sole discretion such deviation is reasonable under the circumstances.
6. **Amendment:** The Board of Directors may amend this procedure from time to time.

**President's Certification:** The undersigned, being the President or elected Director of the Association, certifies that the Board of Directors of the Association adopted the foregoing resolution and in witness thereof, the undersigned has subscribed his/her name.

**Wedding Canyon Estates II Homeowners Association**

  
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**President or Elected Director**

**Effective Date:** 2-23-2022