

RESOLUTION OF
GRANDVIEW VILLAS CONDOMINIUMS ASSOCIATION, INC.
REGARDING POLICY AND PROCEDURE FOR
COLLECTION OF UNPAID ASSESSMENTS

Effective Date: February 2, 2019

Grandview Villas Condominiums Association, Inc. hereby adopts the following policy and procedure for collection of unpaid assessment.

1. Annual Assessments. Pursuant to the Common Interest Community Declaration of Grandview Villas, recorded July 26, 2001, at Reception Number 2001-007049 of the records of the Clerk and Recorder of Grand County, Colorado, the First Amendment to the Common Interest Community Declaration recorded August 7, 2007, at Reception Number 2007008558, and the Second Amendment to the Common Interest Community Declaration recorded August 17, 2007, at Reception Number 2007009210, the annual assessment is due quarterly on the 30th of January, April, July, and October of each calendar year. Assessments or other charges not paid in full to the Association by the aforementioned due dates are considered past due and delinquent. If the assessment or other charge is not paid within thirty (30) days after the delinquency date, the owner will be assessed a late fee of twenty five dollars (\$25.00) and the amount shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum.
2. Costs of Collection. Members shall be liable for all costs of collection incurred by the Association, including reasonable attorney's fees as the result of any assessment or other charge that is past due and delinquent, all of which amounts shall be a lien against the delinquent Owner's Lot.
3. Personal Obligation for Late Charges. The late charges and interest are the personal obligation of the Owner for which such assessment, fine or other charge is unpaid. Late charges shall be due and payable immediately. Late charges and interest shall be a lien against the delinquent Owner's Lot.
4. 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 reasonable fee, not to exceed \$35.00, 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. 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 unit for which payment was tendered to the Association. 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 five (5) years, 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.

5. Payment Plans. The Association shall offer any Owner who is past due and delinquent in the payment of any assessment or any other charges a payment plan to pay off the past due and delinquent amount, including late fees and interest in equal installments over a period of at least six (6) months. During said six-month period, the delinquent Owner must pay current assessments on a timely basis and stay current in the payment of assessments. If the Owner enters into a payment plan and fails to comply with the terms of the payment plan, the Association may pursue legal action against the Owner. The Association is not obligated to negotiate a payment plan with an Owner who has previously entered into a payment plan, or an Owner who does not occupy the property and acquired the property as the result of a default of a security interest encumbering the property or foreclosure of the Association's lien.

6. 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, shall be applied first to attorney's fees and costs, next to interest and late charges, and next to unpaid assessments, fines or other charges.

7. Referral of Delinquent Accounts to Attorneys. To authorize the filing of legal action against a delinquent Owner, the Board must by recorded vote, adopt a resolution authorizing such legal action. 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. Subject to the terms hereof, 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; and
- (d) Filing 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.

8. 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

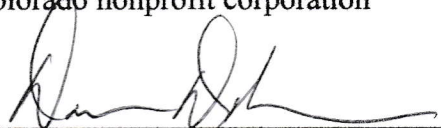
shall determine appropriate under the circumstances.

9. 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. 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 unless the attorney is present or has consented to the contact.
10. 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.
11. 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's fees and/or costs as described and imposed by this Policy.
12. Credit Report. In the event an Owner becomes delinquent in the payment of assessments pursuant to the Declaration and Colorado law, the Owner acknowledges and agrees that the Association may cause a credit report to be pulled via an agent, in order to facilitate the collection of unpaid assessments.
13. 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.
14. Amendment. This Policy may be amended from time to time by the Board of Directors.

PRESIDENT'S CERTIFICATION:

The undersigned, being the President of Grandview Villas Condominiums 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 February 2, 2019, and in witness thereof, the undersigned has subscribed her name.

GRANDVIEW VILLAS CONDOMINIUMS
ASSOCIATION, INC.,
a Colorado nonprofit corporation

By: 
Dawn Dobson, President