

AMENDED AND RESTATED COLLECTION POLICY FOR STONEGATE VILLAGE OWNERS ASSOCIATION, INC.

The following Amended and Restated Collection Policies and Procedures were adopted by resolution of the Board of Directors of Stonegate Village Owners Association, Inc. ("the Association") pursuant to Colorado law at a regular meeting of the Board.

Colorado Revised Statutes, section 38-33.3-209.5 as revised requires the association to adopt and comply with written policies and procedures regarding the collection of unpaid assessments.

RESOLVED the following policy shall apply to the Association's collection of sums alleged to be due from the Owner and supersedes prior Collection Policies adopted by the Association.

1. Assessment Collection

- 1.1 Common expense assessments (sometimes called General Assessments, dues, or maintenance fees) are due and payable the first day of the month (the due date), are delinquent if not paid on the due date, and incur a late charge and bear interest from the date of delinquency if not paid on or before 30 days after the due date.
- 1.2 Special assessments are due on the date(s) specified in the notice of special assessment.
- 1.3 Default assessments (if any) are due on the date(s) specified by the Association after the notice and opportunity to be heard have been given.
- 1.4 The owner shall pay a monthly late charge of \$10.00 on a delinquent account.
- 1.5 In addition, the owner shall pay interest on each assessment after the due date of that assessment at the rate of eight (8) percent per year.
- 1.6 The Association will charge the owner the Association's direct costs because of a returned or rejected check or other instrument, plus the Association's \$20.00 returned check charge.
- 1.7 After the assessment payment is delinquent, the Association or the Manager will contact the owner to alert the owner of the delinquency before proceeding with further collection efforts ("**Reminder Notice**"). The Association shall maintain a record of the Reminder Notice to the owner including: the type of communication used to alert the owner of the delinquency; and the date and time the alert to the owner was made.

- 1.8 The owner may respond to the Reminder Notice identifying: another person to serve as a designated contact for the owner regarding further collection efforts; and/or the owner's preference that further collection communication be made in a language other than English. If the owner identifies a designated contact the Association must send subsequent collection communication to both the designated contact and the owner. If the owner identifies a language other than English for subsequent collection communications, subsequent collection communications shall be in the language identified by the owner.
- 1.9 If the account balance is not resolved to the satisfaction of the Association after the Reminder Notice, the Association or the Manager will send a **Notice of Delinquency** to the owner in the language identified by the owner, if the owner has not identified another language, then in English (and if the owner has identified a designated contact, to the designated contact) by: (1) Certified Mail, return receipt requested; (2) posting a copy of the Notice of Delinquency at the owner's property subject to assessment; and (3) First-Class Mail to the owner, and the designated contact if any in a form substantially similar to the attached Notice of Delinquency.
- 1.10 The Notice of Delinquency must specify: (1) the date on which assessments must be paid to the Association and the date that an unpaid assessment is considered past due and delinquent; (2) the amount of delinquent assessments; (3) the amount of the monthly late fee accruing on a delinquent owner's account; (4) the interest (not to exceed eight (8) percent per annum) the Association is entitled to impose on the delinquent owner's account; (5) the amount for returned check charge(s) the entity is entitled to impose; (6) the circumstances under which a unit owner is entitled to enter into a payment plan with the Association, the minimum terms of the payment plan mandated by statute, and the name and contact information for the individual the owner may contact to obtain (a) a copy of the owners ledger in order to verify the amount of the debt and (b) instructions to enter a payment plan to retire the debt; (7) the amount of the debt, identifying the unpaid assessments and unpaid fines, fees, or charges; (8) unpaid assessments may lead to the Association instituting legal proceedings to collect the unpaid assessments, fines, late fees, interest, other legal costs, attorney fees, and court costs from the owner; and (9) unpaid assessments, fines, late fees, interest, other legal costs, attorney fees, and court costs constitute a lien on the property which the Association is authorized to foreclose to collect the delinquent account.
- 1.11 The Association may not assign or otherwise turn a delinquent account to a collection agency or refer a delinquent account to an attorney for collection until the Association has: (1) sent the owner, and a designated contact if any, a Notice of Delinquency, by certified mail, return receipt requested; (2) posted a copy of the Notice of Delinquency at the property subject to

assessment; and (3) mailed a copy of the Notice of Delinquency to the owner, and the designated contact if any, via first-class mail.

- 1.12 In addition to the Reminder Notice and the Notice of Delinquency, the Association shall, during the period the owner's account is delinquent, send the owner, and the owner's designated contact if any, a monthly notice of outstanding balance identifying the outstanding assessments, fines, fees, and charges the owner owes the Association ("**Notice of Outstanding Balance**"). The Notice of Outstanding Balance will be sent in English unless the owner has identified a preference the notice be in a language other than English.
- 1.13 A owner who resides in the property subject to assessment shall be given an opportunity to pay the delinquent balance on the account in eighteen (18) equal installments ("**Payment Plan**") provided: (1) the owner accepts the Payment Plan in writing, including the date and the signature of the owner(s), and delivers the executed Payment Plan to the Association within the time period provided; (2) the owner pays the monthly installments in full and on time; and (3) pays the future assessments in full and on time during the pendency of the Payment Plan. The Association is not obligated to negotiate a Payment Plan with an owner who has previously entered a Payment Plan with the Association.
- 1.14 If the owner has: (1) not delivered the outstanding balance due the Association in the time provided; (2) not delivered the fully executed Payment Plan to the Association in the time provided (assuming the Association is obligated to negotiate a Payment Plan with the owner); or (3) defaulted in three, or more, installment payments required by the Payment Plan, the delinquent account may be referred to a collection agency or an attorney for collection upon the vote of a majority of the executive board meeting in executive session.
- 1.15 In the event the owner resides in the property subject to the assessment obligation, the Association shall prior to commencement of a judicial foreclosure of the statutory lien for assessments: (1) comply with the Association's collection policy; (2) provide the owner with a written offer to enter a repayment plan that would allow the delinquent account to be paid in monthly installments over eighteen months; (3) pay the future assessments in full and on time; and (4) provide the owner thirty (30) days to sign and return the written repayment plan to the Association. If the owner does not sign and return the repayment plan to retire the delinquent account and future assessments in eighteen (18) months or less within 30 days of the date of the Association's offer of a repayment plan, the owner will be deemed to have declined the repayment plan.

- 1.16 If the owner declines the repayment plan, or if the owner fails to pay at least three (3) monthly installments within fifteen (15) days of the date the monthly installments were due, the association may institute judicial foreclosure proceedings on the statutory or contractual lien for assessments upon a written resolution of the Association's executive board.
- 1.17 If the owner intends to satisfy the entire debt to the Association by restrictive endorsement on a check or money order for an amount less than the full balance then due on the owner's account, that check or money order must be delivered to the Association or its managing agent personally or by prepaid Certified Mail, return receipt requested.
- 1.18 An owner's payment of less than the full amount owed to the Association at any time shall be applied to pay the following (if applicable) in the order listed, from the oldest to most recent in each category:
 - (a) Delinquent Assessments
 - (b) legal fees and costs
 - (c) Association costs and expenses
 - (d) Late charges
 - (e) Interest not to exceed eight (8) percent per annum
 - (f) Fines consistent with Section 38-33.3-209.5 and the Association's Enforcement policy
 - (g) Utilities, storage
 - (h) Garage or carport fees

The Association, through its designated agent, shall have the discretion to return any partial payment that directs payment other than in the above priority.

1.18 Generally alleging a failure of the Association to maintain the Common Area or alleging a failure of the Association to comply with provisions of the Association's governing documents shall not constitute a defense or set-off of the lawfully imposed assessments.

Adopted this ___ day of _____ 202__, by the Board of Directors of Stonegate Village Owners Association, Inc.

By _____

Its _____

Effective Date: August 10, 2022

NOTICE OF DELINQUENCY

STONEGATE VILLAGE OWNERS ASSOCIATION, INC.

Date: _____, 20_____

Sent via: Certified USPS Mail / return requested,
First-Class USPS mail, and Posted at the property
subject to assessments

Regarding: address _____, _____, CO 80_____

Dear Owner:

This is notice that you are delinquent in payment of your assessments as reflected in the accounting on the attached account ledger.

Options:

- (1) CURE DATE. **The delinquency must be cured on or before 30 days after the date on this Notice of Delinquency**

OR

- (2) PAYMENT PLAN. **Owner must enter into a written payment plan (“Payment Plan”) with the Association no later than 30 days after the date on this Notice of Delinquency.** The Payment Plan must permit the owner to pay off the deficiency, including a reasonable administrative fee, in installments over a period of no more than eighteen (18) months, each installment payment must be \$25.00 or more, in addition to paying installments on the delinquency the Payment Plan must require regular assessments to be paid in full and on time over the period of the Payment Plan. Additionally, the delinquency can be paid in full at any time during the duration of the Payment Plan without penalty.

Note: *The Association is not obligated to negotiate a Payment Plan if the owner is not the occupant of the property subject to assessment, if the owner has previously entered into a Payment Plan and failed to comply with the prior Payment Plan, or if the owner acquired the unit as a result of a default of a security interest encumbering the unit or foreclosure of the Association’s lien on the unit.*

To enter into a Payment Plan, please contact:

Stonegate Village Owners Association, Inc.
c/o PCMS
7208 South Tucson Way #125
Centennial, CO 80112

At contact information: Phone: (303) 224-0004
Email: corpoffice@pcms.net

Regular mail:

Stonegate Village Owners Association, Inc.
c/o PCMS
7208 South Tucson Way #125
Centennial, CO 80112

OR

- (3) **COLLECTION ACTION.** If you do not: (1) pay the total amount due or (2) enter into a Payment Plan to retire the delinquent balance on the account in eighteen (18) months or less before the Cure Date above, or (3) after having entered into a Payment Plan, you fail to pay the installments pursuant required in the Payment Plan and/or remain current with future assessments as they accrue during the period of the payment plan, the Association will turn over your account to a law firm or collection agency for collection.

The Association may file a lawsuit against you, the Association may sue to have the court appoint a receiver for your property, the Association may foreclose on its lien against your property if the assessments and charges equal or exceed six months of common expense assessments and the Board has voted by recorded vote to file the foreclosure action, and the Association may pursue other remedies available to it under Colorado law.

General Provisions.

An owner's payment of less than the full amount owed to the Association at any time shall be applied to pay the following (if applicable) in the order listed, from the oldest to most recent in each category:

- (a) Delinquent assessments
- (b) Attorney fees and legal costs
- (c) Association costs and expenses
- (d) Late charges
- (e) Interest
- (f) Fines

- 1.16 If the owner declines the repayment plan, or if the owner fails to pay at least three (3) monthly installments within fifteen (15) days of the date the monthly installments were due, the association may institute judicial foreclosure proceedings on the statutory or contractual lien for assessments upon a written resolution of the Association's executive board.
- 1.17 If the owner intends to satisfy the entire debt to the Association by restrictive endorsement on a check or money order for an amount less than the full balance then due on the owner's account, that check or money order must be delivered to the Association or its managing agent personally or by prepaid Certified Mail, return receipt requested.
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 - (d) Late charges
 - (e) Interest not to exceed eight (8) percent per annum
 - (f) Fines consistent with Section 38-33.3-209.5 and the Association's Enforcement policy
 - (g) Utilities, storage
 - (h) Garage or carport fees

The Association, through its designated agent, shall have the discretion to return any partial payment that directs payment other than in the above priority.

1.18 Generally alleging a failure of the Association to maintain the Common Area or alleging a failure of the Association to comply with provisions of the Association's governing documents shall not constitute a defense or set-off of the lawfully imposed assessments.

Adopted this 25th day of July 2022, by the Board of Directors of Stonegate Village Owners Association, Inc.

By David Lee Marshall
 Its Board President

Effective Date: August 10, 2022