

Park River West Condominium Association, Inc.
Policy for the Collection of Unpaid Assessments
Adopted 18 January, 2016

1. ASSESSMENT

The Common Expense Assessment (as defined in the Declaration) is assessed annually; and, it is payable quarterly (unless otherwise determined by the Board) on the first day of January of each year and on the first day of each subsequent calendar quarter. Notices of the amount of the Common Expense Assessment and the payment due will be sent to all the Owners as set out in the Declaration. The Common Expense Assessment is currently \$1920 per Unit if paid annually or \$480 per unit if paid quarterly.

2. PAYMENT AND DELINQUENCY

a. **When Delinquent.** If a Common Expense Assessment (“assessment”) is paid after January 1, but on or before January 30 of the current year, it is not considered delinquent. But, the full amount of at least the quarterly Common Expense Assessment, currently \$480.00, must be paid. If payment of the Common Expense Assessment is not received by the Association by January 15 of the current year or by the 15th day of any quarter for quarterly payments, the Treasurer of the Association may send a duplicate invoice before the 30th day to encourage an Owner to make payment before Late Fees, Collection Fees and default interest are assessed against an Owner.

b. **Fees and Interest.** In the event a Common Expense Assessment has not been paid by January 30 of the current year, or within 30 days of the first day of any subsequent quarter, the assessment shall be considered delinquent and the Unit Owner shall be considered to be in default. In the event an Owner is in default in the payment of any assessment, the Owner will be obligated to pay a Late Fee (the 5% penalty provided in the Declaration), a Collection Fee (the costs, expenses, and attorney fees provided in the Declaration) and default interest at the rate of 15% per annum on the amount of the delinquent assessment commencing ten days subsequent to the due date as provided in the Declaration. Suit against the Owner to recover a money judgment for unpaid assessments may be maintained by the Association without foreclosing any assessment lien, and any such suit shall not be a waiver of the lien.

c. **Late Fee.** As determined by the Board in conjunction with the adoption of these Rules, the Late Fee shall be \$20.00 for delinquencies incurred before January 1, 2016, and \$24 for delinquencies incurred after January 1, 2016. Each quarterly assessment remaining unpaid on the last day of the quarter shall incur a separate Late Fee. In the event that the quarterly assessment is increased, the Late Penalty shall increase automatically to conform to the Declaration.

d. Collection Fee. The Collection Fee for each late quarterly assessment shall be \$6, plus any costs, expenses, and attorney fees incurred by the Association. Each quarterly assessment remaining unpaid on the last day of the quarter shall incur the Collection Fee.

e. Default Interest. The default interest rate is governed by the Declaration and set by the Declaration at 15% per annum. Interest shall accrue and be due and owing from the Owner on any unpaid amount of the assessment or the Late Fee or Collection Fee until all amounts owed by the Owner are paid in full.

3. NOTICE OF DELINQUENCY.

At any time after a delinquency the Board may provide written notice to the Owner at the address of the Owner that has been registered with the Association by ordinary First Class US Mail setting out the delinquency amount together with Late Fees, Collection Fees, and accrued Interest.

4. NOTICE OF LIEN.

All sums assessed but unpaid which are chargeable to any condominium Unit shall constitute a lien on such Unit. Prior to the recording of any such assessment lien, the Board of Directors shall give written notice to the Unit Owner that such a lien is about to be filed; the amount of the unpaid assessment or assessments, accrued interest and any costs and charges to date, and an interest per diem; and that the Owner has thirty days subsequent to the date of the delivery or mailing of that notice within which to pay the assessment and associated penalties, fees, and costs. The Notice will be deemed to be effective five (5) days from the date of such mailing, irrespective of whether or when the letter is claimed, receipted for or otherwise delivered or received. If the delinquency and associated fees and interest is not cured and paid in full within the thirty (30) day period, the Association may (i) record a notice of lien amount against the Unit and (ii) pursue any other remedy available under the Declaration or Colorado law, including suit against the Owner and foreclosure of the assessment lien and sale of the Unit. The Owner is liable for all court costs, attorneys' fees or other costs of collection which together with all unpaid assessments, Late Fees, Collection Fees and interest are secured by the Assessment Lien against the Owner and the Owner's Unit. All Owners should be aware that, where enforcement and collection is required, the Owner may be liable for substantial costs and attorney's fees of enforcement.

5. DECLARATION GOVERNS.

These policies and procedures shall be read in conjunction with the Declaration, the terms of which are incorporated by reference. In the event of a conflict or ambiguity in the interpretation or application of these policies and procedures with those of the Declaration, the terms of the Declaration shall govern.

Park River West Condominium Association, Inc.

By: Stewart Squires, President Attest: Jeanne Davis, Secretary

This Collection Policy was adopted by the Board of Directors at a regular meeting held on the 18th day of January, 2016, and is effective the 18th day of January, 2016, and is attested to by the Secretary of the Park River West Condominium Association, Inc.

(Under Colorado Law Condo Assn due should be paid before any other outstanding liens except taxes.)