

**Park River West Condominium Association, Inc.**  
**Policy for the Collection of Unpaid Assessments**  
Adopted January 21, 2018, As amended December 6, 2022

The following policies and procedures ("Policy") governing Collection of Unpaid Assessments have been adopted by the Park River West Condominium Association, Inc. ("Association") pursuant to C.R.S. section 38-33.3-209.5 at a meeting of the Board of Directors.

**1. GENERAL**

a. **Constitutions Superior To All.** Subject to constitutional protections afforded the Association and constitutional limitations imposed upon the State of Colorado and its political subdivisions, the provisions of the Declaration and Bylaws of the Association are incorporated in this Policy by reference and govern for all purposes when not in conflict with the Colorado Common Interest Ownership Act ("CCIOA"), as it exists or may be amended, and the Colorado Revised Nonprofit Corporation Act, as it exists or may be amended

b. **Contract Clause.** The Association claims protection under the Contract Clause of the United States Constitution (Article I, Section 10) and the Contract Clause of the Constitution of the State of Colorado (Article II, Section 11). By adherence to any statutory provision the Association shall not be deemed to have waived constitutional protections or to have acquiesced in the application of law when applying and enforcing the terms of its Declaration and Bylaws when they conflict with such law and the law would be effective after the date of adoption of the Declaration.

c. **When Subordinate.** This Policy is subordinate to and shall only supplement the Declaration and Bylaws where they are otherwise silent. The provisions of this Policy shall be independent and severable. The declaration of invalidity of any one or more of the Policy provisions by court order or decree shall in no way affect the validity or enforceability of any other provision, which other provisions shall remain in full force and effect.

**2. COMMON EXPENSE ASSESSMENT**

This policy is applicable only to the Common Expense Assessment addressed by Declaration Section 9, and not the imposition of Fines addressed by Declaration Section 27. The Common Expense Assessment ("Assessment") 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 Assessment and the payment due will be sent to all the Unit Owners as set out in the Declaration. The Common Expense Assessment is currently \$3900 per Unit if paid annually or \$975 per unit if paid quarterly.

### 3. PAYMENT AND DELINQUENCY

a. **When Due.** Assessments are due on the 1<sup>st</sup> day of each quarter. If an 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 \$975, must be paid. If payment of the Assessment is not received by the Association by January 15 of the current year or by the 15<sup>th</sup> day of any quarter for quarterly payments (e.g. April 15<sup>th</sup> for the 2<sup>nd</sup> quarter), the Treasurer of the Association may send a duplicate invoice before the 30<sup>th</sup> day to encourage a Unit Owner to make payment before Late Fees, Collection Fees and Default Interest are incurred by a Unit Owner.

b. **Default Date.** In the event an Assessment has not been paid by January 30 of the current year, or within 30 days of the first day of any subsequent quarter for a quarterly payment (the "due date" specified in Declaration Section 9), the Assessment shall be delinquent and the Unit Owner shall be in default.

c. **When Payment Received.** It is the responsibility of the Unit owner to ensure timely payment and receipt of Assessments by the Association. The actual date of receipt by the Association is the date of payment, not the date of a check or date of mailing.

d. **Fees and Interest.** In the event a Unit Owner is in default in the payment of any Assessment, the Unit 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 8% simple per annum on the amount of the delinquent Assessment commencing ten days subsequent to the due date as provided in the Declaration.

e. **No Lien Waiver.** Suit against the Unit 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.

f. **Late Fee.** As determined by the Board in conjunction with the adoption of these Rules, the Late Fee shall be \$48.75 for delinquencies incurred after January 1, 2023. Each quarterly Assessment remaining unpaid on the 40<sup>th</sup> day of the quarter shall incur a separate Late Fee. In the event that the quarterly Assessment is increased, the Late Fee shall increase automatically to conform to the Declaration.

g. **Collection Fee.** The Collection Fee for each late quarterly Assessment shall be a base of \$250, plus any costs, expenses, and attorney fees incurred by the Association. Each quarterly Assessment remaining unpaid on the 40<sup>th</sup> day of the quarter shall incur the Collection Fee. The base Collection Fee of \$250 is calculated to cover the work to prepare the Delinquency Notice, payment plan, certified mail, copy costs, and initial administrative expense incurred by the Association prior to any referral to an attorney or agency for enforced collection. The Collection Fee is a dynamic amount and will increase beyond the base as additional sums are expended by the Association to secure its lien and collect amounts due.