

**FOREST PARK ESTATES CONDOMINIUM ASSOCIATION, INC.
AMENDMENT TO COLLECTION POLICY**

PURPOSE:

Pursuant to the authority granted by the By-Laws of the Forest Park Estates Condominium Association, Inc. (the "Association") the Board of Directors hereby adopts Amendment to its Collection Policy with the specific intent of compliance with C.R.S. Section 38-33.3-209.5 and C.R.S. Section 38-33.3-316.3 and to ensure fairness to Unit Owners with respect to collection of assessments and other amounts due to the Association from Unit Owners consistent with the laws of the State of Colorado.

POLICY:

Notwithstanding any prior Policies of the Association, provisions of the Condominium Declaration of Forest Park Estates Condominium Association, Inc., the Association By-Laws, or any other governing document of the Association, the Board of Directors amends its Collection Policy as set forth herein. In the event of any conflict between Policies of the Association, provisions of the Condominium Declaration of Declaration of Covenants Conditions and Restrictions, or any other governing document of the Association, the provisions of this Amendment shall prevail.

Section 1.0

General Provisions

1.1 If a Unit Owner who has both unpaid assessments and unpaid fines, fees, or other charges makes a payment to the Association, the Association shall apply the payment first to the assessments owed and any remaining amount of the payment to the fines, fees, or other charges owed.

1.2 A Unit Owner may notify the Association if the Unit Owner prefers that correspondence and notices from the Association be made in a language other than English. If a preference is not indicated, the Association shall send the correspondence and notices in English.

1.3 The Association shall, on a monthly basis, by first-class mail and, if the association has the relevant e-mail address, by e-mail, send to each Unit Owner who has any outstanding balance owed to the Association an itemized list of all assessments, fines, fees, and charges that the Unit Owner owes to the Association.

1.4 A party seeking to enforce rights and responsibilities arising under the governing documents of the Association regarding disputes arising from assessments, fines, or fees owed to the Association and for which the amount at issue does not exceed seven thousand five hundred dollars, exclusive of interest and costs, may file a claim in small claims court pursuant to C.R.S. Section 13-6-403 (1)(b)(i).

Section 2.0

Payment Plans

2.1 A payment plan negotiated between the Association or a holder or assignee of the Association's debt, and the Unit Owner must permit the Unit Owner to pay off the deficiency in equal installments over a period of at least eighteen months.

2.2 A Unit Owner's failure to remit payment of three or more agreed-upon installments pursuant to a payment plan, or to remain current with regular assessments as they come due during the eighteen-month period of a payment plan, constitutes a failure to comply with the terms of the Unit Owner's payment plan.

2.3 The Association or a holder or assignee of the Association's debt may pursue legal action against a Unit Owner if the Unit Owner fails to comply with the terms of the Unit Owner's payment plan.

2.4 A Unit Owner who has entered into a repayment plan may elect to pay the remaining balance owed under the repayment plan at any time during the duration of the repayment plan.

Section 3.0

Referral to Collection Agency or Attorney

3.1 The Association must contact a Unit Owner to alert the Unit Owner of a delinquency before the Association may refer a delinquent account to a collection agency or attorney and shall maintain a record of all contacts, including information regarding the type of communication used to contact the Unit Owner and the date and time that the contact was made. A Unit Owner may identify another person to serve as a designated contact for the Unit Owner to be contacted on the Unit Owner's behalf for this purpose.

3.2 The Unit Owner and the Unit Owner's designated contact must receive the same correspondence and notices anytime communications are sent out; except that the Unit Owner must receive the correspondence and notices in the language for which the Unit Owner has indicated a preference, if any.

3.3 When contacting the Unit Owner or a designated contact, the Association shall send the same type of notice of delinquency required to be sent pursuant to Section 5.2, including sending it by certified mail, return receipt requested, and by physically posting a copy of the notice of delinquency at the Unit Owner's Unit. In addition, the Association shall contact the Unit Owner by one of the following means:

- (a) first-class mail;
- (b) text message to a cellular number that the Association has on file because the

- (c) Unit Owner has provided the cellular number to the Association; or e-mail to an e-mail address that the Association has on file because the Unit Owner has provided the e-mail address to the Association.

3.4 The Association or its authorized agent shall refer a delinquent account to a collection agency or attorney only if a majority of the Board of Directors votes to refer the matter in a recorded vote at a duly conducted meeting.

3.5 Prior to turning over a delinquent account of a Unit Owner to a collection agency or attorney for collection for legal action, the Association shall send the Unit Owner a notice of delinquency, by certified mail, return receipt requested, specifying:

- (a) The total amount due, with an accounting of how the total was determined;
- (b) Whether the opportunity to enter into a payment plan exists and instructions for contacting the Association to enter into such a payment plan;
- (c) The name and contact information for the individual the Unit Owner may contact to request a copy of the Unit Owner's ledger in order to verify the amount of the debt; and
- (d) That action is required to cure the delinquency and that failure to do so within thirty days may result in the Unit Owner's delinquent account being turned over to a collection agency, a lawsuit being filed against the Unit Owner, the filing and foreclosure of a lien against the Unit Owner's property, or other remedies available under Colorado law;
- (e) The method by which payments may be applied on the delinquent account of a Unit Owner; and
- (f) The legal remedies available to the Association to collect a Unit Owner's delinquent account pursuant to the governing documents of the Association and Colorado law.

Section 4.0

Late Fees, Fines and Interest

4.1 The Association shall not impose late fees or fines on a daily basis against a Unit Owner.

4.2 The Association shall not pursue foreclosure against a Unit Owner based on fines owed.

4.3 The Association shall not charge a rate of interest on unpaid assessments, fines, or fees in an amount greater than eight percent per year.

4.4 The Association shall not assess a fee or other charge to recover costs incurred for providing the Unit Owner a statement of the total amount that the Unit Owner owes to the Association.

Section 5.0

Notice of Delinquency

5.1 The term "notice of delinquency" means a written notice that the Association sends to a Unit Owner to notify the Unit Owner of any unpaid assessments, fines, fees, or charges that the Unit Owner owes the Association.

5.2 A notice of delinquency sent by the Association to a Unit Owner for unpaid assessments, fines, fees, or charges must:

- (a) Be written in English and in any language that the Unit Owner has indicated is preferred;
- (b) Specify whether the delinquency concerns unpaid assessments; unpaid fines, fees, or charges; or both unpaid assessments and unpaid fines, fees, or charges, and, if the notice of delinquency concerns unpaid assessments, the notice of delinquency must notify the Unit Owner that unpaid assessments may lead to foreclosure; and
- (c) Include:
 - (i) a description of the steps the Association must take before the Association may take legal action against the Unit Owner, including a description of the Association's cure process; and
 - (ii) a description of what legal action the Association may take against the Unit Owner, including a description of the types of matters that the Association or Unit Owner may take to small claims court, including injunctive matters for which the Association seeks an order requiring the Unit Owner to comply with the governing documents of the Association.

Section 6.0 Foreclosure

6.1 The Association shall not commence a legal action to initiate a foreclosure proceeding based on a Unit Owner's delinquency in paying assessments unless:

- (a) The Association has complied with each of the requirements set forth in C.R.S. Section 38-33.3-209.5 and C.R.S. Section 38-33.3-316.3 related to a unit owner's delinquency in paying assessments;
- (b) The Association has provided the Unit Owner with a written offer to enter into a repayment plan that authorizes the Unit Owner to repay the debt in monthly installments over eighteen months. Under the repayment plan, the Unit Owner may choose the amount to be paid each month, so long as each payment must be in an amount of at least twenty-five dollars until the balance of the amount owed is less than twenty-five dollars; and
- (c) Within thirty days after the Association has provided the owner with a written offer to enter into a repayment plan, the Unit Owner has either:
 - (i) declined the repayment plan; or
 - (ii) after accepting the repayment plan, failed to pay at least three of the monthly installments within fifteen days after the monthly

installments were due.

6.2 The Association shall not foreclose on an assessment lien if the debt securing the lien consists only of one or both of the following:

- (a) Fines that the association has assessed against the unit owner; or
- (b) Collection costs or attorney fees that the association has incurred and that are only associated with assessed fines.

ADOPTION:

The undersigned hereby certifies that the foregoing Amendment to Collection Policy was duly adopted by the Board of Directors of the Forest Park Estates Condominiums, Inc. on ___December 10th_____, 2022.

Forest Park Estates Condominiums, Inc.,
A Colorado non-profit corporation,

By: ___Andrew Valentine_____



Its: ___FPE HOA President_____