FOREST PARK ESTATES CONDOMINIUMS, INC.
AMENDED AND RESTATED COLLECTION POLICY

PURPOSE:

Pursuant to the authority granted by the By-Laws of the FOREST PARK ESTATES CONDOMINIUMS, INC. (the "Association") the Board of Directors herby adopts this 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 Owners with respect to collection of assessments and other amounts due to the Association from Owners consistent with the laws of the State of Colorado.

POLICY:

Notwithstanding any prior Policies of the Association, Rules and Regulations, or the By-Laws of the Association the Board of Directors adopts the following policies.

SECTION 1
GENERAL PROVISIONS

1.1 Notices. 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. The Association shall request annually from each Owner or designated contact, and maintain in the Associations records for purposes of providing notices to the Owner, a telephone number for telephone calls, a cellular number for text messages, and an email address for emails.

1.2 Monthly Statements. 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.

1.3 Due Dates. Installments of the annual assessment as determined by the Association and as allowed for in the Declaration shall be due and payable on the first day of each month. Assessments or other charges not paid in full to the Association before the second day of the month shall be considered past due and delinquent. Assessments or other charges not paid in full to the Association on or before the fifteenth day of the month shall incur late fees and interest as provided herein.

1.4 Receipt Date. The Association shall post payments on the day that the payment is received in the Association's office.

1.5 Late Charges on Delinquent Installments. The Association shall impose on a monthly basis a $50.00 late charge for each Owner who fails to pay any amount owe the Association within thirty days of the date that any such payment is due. The Association shall impose interest from the date due at the rate of 8% per annum on the amount owed for each Owner who fails to timely pay any amount due to the Association.

1.6 Personal Obligation for Late Charges. The late charge shall be the personal obligation of the Owner(s) of the unit for which such assessment or charge is unpaid. All late charges shall be due and payable immediately, without notice, in the manner provided by the Declaration (and as set forth herein) for payment of assessments.

1.7 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 return check fee, not to exceed $75.00, 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.

1.8 Records Of Contact. The Association shall maintain a record of all contacts, including information regarding the type of communication used to contact the Owner and the date and time that the contact was made.

1.9 Attorney Fees on Delinquent Accounts. As an additional expense permitted under the Declaration and by Colorado law, the Association shall be entitled to recover its reasonable attorney fees and collection costs incurred in the collection of assessments or other charges due the Association from a delinquent Owner. The reasonable attorney fees incurred by the Association shall be due and payable immediately when incurred, upon demand.

1.10. Application of Payments. If an 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.

SECTION 2
FIRST CONTACT NOTICE

2.1 Assessments or other charges not paid in full to the Association within 30 days of the date due shall be considered past due and delinquent. After an installment of an annual assessment or other charges due to the Association becomes delinquent, the Association shall send a first written notice ("First Contact Notice") alerting the Owner of a delinquency before the Association may refer a delinquent account to a collection agency or attorney. The Association must keep a record of this First Contact.

2.2 An Owner may identify another person to serve as a designated contact for the Owner to be contacted on the Owner's behalf for this purpose.

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

2.4 The First Contact Notice shall be sent by certified mail, return receipt requested. In addition, the Association shall contact the Owner by two of the following means:

(a) Telephone call to a telephone number that the association has on file because the unit owner or designated contact has provided the number to the association. If the association attempts to contact the unit owner or designated contact by telephone but is unable to contact the unit owner or designated contact, the association shall, if possible, leave a voice message for the unit owner or designated contact.

(b) Text message to a cellular number that the association has on file because the unit owner or designated contact has provided the cellular number to the association; or

(c) E-mail to an e-mail address that the association has on file because the unit owner or designated contact has provided the e-mail address to the association.

(d) By regular mail, if the unit owner or designated contact has not provided a telephone number, cellular number, or email address as additional means by which to receive notices.

(i) first-class mail;
(ii) text message to a cellular number that the Association has on file because the Owner has provided the cellular number to the Association; or
(iii) e-mail to an e-mail address that the Association has on file because the Owner has provided the e-mail address to the Association.

2.5 The First Contact Notice must, at a minimum, provide the following:

(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 entity to enter into such a payment plan;
(c) The name and contact information for the individual the owner may contact to request a copy of the owner's ledger in order to verify the amount of the debt, which copy of the ledger must be provided to the unit owner no later than seven business days after receipt of the unit owner's request;
(d) That action is required to cure the delinquency and that failure to do so within thirty days may result in the owner's delinquent account being turned over to a collection agency, a lawsuit being filed against the owner, the filing and foreclosure of a lien against the owner's property, the sale of the unit owner's unit at auction to pay delinquent assessments, which could result in the unit owner losing some or all of the unit owner's equity in the unit, or other remedies available under Colorado law;
(e) Be written in English and in any language that the Owner has indicated is preferred and inform the Owner that free online information is available through the HOA information and resource center (https://dre.colorado.gov/hoa-center) related to the collection of assessments by an association, including the association's ability to foreclose an association lien for unpaid assessments and force the sale of the unit owner's home, and from the federal Department of Housing and Urban Development concerning credit counseling before foreclosure that may be accessed through a link on the Colorado Department of Local Affairs' website (https://cdola.colorado.gov/) ;
(f) 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 Owner that unpaid assessments may lead to foreclosure; and

(g) Include:

(i) a description of the steps the Association must take before the Association may take legal action against the Owner, including a description of the Association's cure process; and

(ii) a description of what legal action the Association may take against the Owner, including a description of the types of matters that the Association or Owner may take to small claims court, including injunctive matters for which the Association seeks an order requiring the Owner to comply with the governing documents of the Association.

2.6 In the event that the Association sends certified mail at any time to the Owner, the Association may only charge the Owner the actual cost of the mailing.

2.7 The Association shall not impose on an Owner a fine or Late Fee on a daily basis for the failure to pay any charge by the Association or for any violation of the Declaration, Bylaws, covenants, or other governing documents of the Association.

SECTION 3
REFERRAL TO COLLECTION AGENCY OR ATTORNEY

3.1 After an installment of an annual assessment or other charges due to the Association becomes more than 60 days delinquent or if an Owner fails to comply with a Payment Plan as set forth in Section 5 below, the Board of Directors may refer the matter to a collection agency or attorney for collection.

3.2 The Association or it 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.

3.3 Prior to turning over a delinquent account of an Owner to a collection agency or attorney for collection or legal action, the Association shall send the Owner a Notice of Delinquency, by certified mail, return receipt requested. The Notice of Delinquency must at a minimum contain the same information that is required to be stated in the First Contact Notice as set forth above in paragraph 2.5.

3.4. Upon referral to an attorney, the attorney shall take all appropriate action to collect the account 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. The attorney, in consultation with the Management Company, 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, upon approval by the Association's Board of Directors;
(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.

3.5 Upon receiving the delinquent account, the attorney may file a lien and send a letter to the delinquent Owner demanding immediate payment for past due assessments or other charges due. Upon further review, the attorney may file a lawsuit. If a judgment or decree is obtained, including without

limitation a foreclosure action, such judgment or decree shall include reasonable attorney's fees together with the cost of the action and any applicable interest and late fees.

3.6 All payment plans involving accounts referred to an attorney for collection shall be set up and monitored through the attorney.

3.7 Appointment of a Receiver. The Association may seek the appointment of a receiver if an Owner becomes delinquent in the payment of assessments pursuant to the Declaration and Colorado law. A receiver is a disinterested person, appointed by the court, who manages the rental of the property, collects the rent and disburses the rents according to the court's order. The purpose of a receivership for the Association is to obtain payment of current assessments, reduce past due assessments and prevent the waste and deterioration of the property.

3.8 All communication with a delinquent Owner shall be handled through the attorney once a matter has been referred to the attorney. Neither the Manager nor any 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 attorney unless the attorney is present or has consented to the contact.

SECTION 4
FORECLOSURE

4.1 The Association may choose to foreclose on its lien in lieu of or in addition to suing an Owner for a money judgment. The purpose of foreclosing is to obtain payment of all assessments owing in situations where either a money judgment lawsuit has been or is likely to be unsuccessful or other circumstances favor such action. The Association shall consider individually each recommendation for a foreclosure and may only approve a foreclosure action after the delinquency equals or exceeds six months of common expenses assessments based on a periodic budget adopted by the Association. Such foreclosure shall be approved by the Board of Directors via resolution or a vote of the Board recorded in the minutes of the meeting at which the vote was taken.

4.2 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, including but not limited to the notice requirement set forth in C.R.S. Section 38-33.3-316(10.3) and C.R.S. Section 38-33.3-316(10.8) ;

(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.

4.3 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.

SECTION 5
PAYMENT PLAN

5.1 Any Owner who becomes delinquent in payment of assessments may enter into a payment plan with the Association. A payment plan negotiated between the Association or a holder or assignee of the Association's debt, and the Owner must permit the Owner to pay off the deficiency in equal installments over a period of at least eighteen months.

5.2 Such payment plan shall be offered to each owner prior to the Association referring any account to an attorney or collection agency for collection action.

5.3 An 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 Owner's payment plan.

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

5.5 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 6
DEFENSES

6.1 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 fees and/or costs as described and imposed by this Policy.

ADOPTION:

The undersigned hereby certifies that the foregoing Collection Policy was duly adopted by the Board of Directors of the FOREST PARK ESTATES CONDOMINIUMS, INC. on Oct 6th_____, 2025.

FOREST PARK ESTATES CONDOMINIUMS, INC.
A Colorado non-profit corporation,

By:Andrew Valentine_____

Its: President