

**WOODBRIIDGE INN CONDOMINIUM ASSOCIATION OWNERS  
COLLECTION POLICY**

Adopted \_\_\_\_\_, 2006

The following procedures have been adopted by the Board of Directors of Woodbridge Inn Condominium Association ("Association") pursuant to the provisions of C.R.S. 38-33.3-209.5, at a special meeting of the Board of Managers.

Purpose: To establish a uniform and systematic procedure for collecting assessments and other charges of the Association, thus ensuring the financial well being of the Association.

Pursuant to the Woodbridge Inn Condominium Association Declarations ("Declaration") all members are obligated to pay all dues and assessments in a timely manner. Failure to do so jeopardizes the Association's ability to maintain the common elements of the complex and pay it's bills. Additionally, the failure of members to pay assessments in a timely manner imposes an unfair burden on those who do and wish to reside in a well maintained complex. Accordingly, the Association, acting through the Board of Managers must take steps to ensure timely payment of all assessments.

IT IS RESOLVED that the Association does hereby adopt the following procedures and policies governing the collection of assessments and other charges of the Association:

1. Billing and Due Dates. The annual assessment shall be billed at an annual amount and payable in twelve monthly installments provided that the Owner is in good standing. Payment for each installment shall be due and payable within thirty days after the due date of billing. Assessments or other charges not paid to the Association more than thirty days after billing shall be considered past due and delinquent. Owners delinquent more than 30 days will be required to pay all remaining monthly payments as part of cure said delinquency.
2. Late Charges; Administration Fees and Interest Charges. The Association shall be entitled to impose a late charge of twenty-five dollars (\$25.00) on each past due and delinquent installment. If any assessment is not paid within Sixty (60) days after it's due date, the amount due shall bear interest at the rate of eighteen percent (18%) per annum from the due date until paid. All late charges and interest charges shall be due and payable immediately, without notice, in the manner provided for payment of assessments. Additionally, the delinquent Owner will be assessed an Administration Fee of one-hundred dollars (\$100.00) to cover the cost of demand, lien and preparation of file for litigation.
3. Returned Check Charges. A twenty dollar (\$20.00) fee 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. Notwithstanding this provision, the Association shall be entitled to all additional remedies as may be provided by law. If two or more of an owner's checks are returned unpaid by the bank within any twelve month period, the association may require that all of the owner's future payments, for a period of one year, be made by certified check or money order.
4. Attorney's and Collection Fees on Delinquent Accounts. 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.

5. Application of Payments Made to the Association. The Association reserves the right to apply all payments received on account of any owner first to payment of any and all legal fees and costs (including attorney fees), then to costs and expenses of enforcement and collection, late charges, interest, returned check charges, lien fees, and other costs owing or incurred with respect to such owner, and any remaining amounts shall be applied to the assessments due with respect to each owner.
6. Collection Letters. After an assessment installment or other charge owed to the Association becomes thirty (30) days past due, the Association shall cause a notice of delinquency to be sent to the unit owner who is delinquent in payment. If payment is not received within sixty (60) days after the notice of delinquency, the Association may, but shall not be required to, send a notice of default to the owner.
7. Liens. After an assessment installment or other charge owed to the Association becomes ninety (90) days past due, the Association shall cause to be filed a notice of lien against the property of the delinquent owner. The lien shall include fees, charges, late charges, attorney fees, fines and interest owed by the delinquent owner.
8. Referral of Delinquent Accounts to Attorneys. The Association may, but shall not be required to, refer delinquent accounts to attorneys for collections. Upon referral to the attorneys, the attorneys shall take all appropriate action to collect the accounts referred. After an account has been referred to an attorney, the account shall remain with the attorney until it is settled. All payment plans involving accounts referred to an attorney for collection shall be set up and monitored through the attorney. After consultation with the Board of Managers or the Association's managing agent, the attorneys shall be entitled to exercise all available remedies to collect the amounts due, including judicial foreclosure and appointment of a receiver of the delinquent owner's property.
9. Referral of Delinquent Accounts to Collection Agencies. The Association may, but shall not be required to, assign delinquent accounts to one or more collection agencies for collection.
10. Waivers. Nothing in the Resolution shall require the Association to take specific actions other than to notify homeowners of the adoption of these policies and procedures. The Association has the option and right to continue to evaluate each delinquency on a case by case basis. The Association may grant a waiver of any provision herein upon petition in writing by an owner showing a personal hardship. Such relief granted an owner shall be appropriately documented in the files with the name of the person or persons representing the Association granting the relief and the conditions of the relief. In addition, the Association is hereby authorized to extend the time for the filing of lawsuits and liens, or to otherwise modify the procedures contained herein, as the Association may determine appropriate under the circumstances.

11. Delinquencies Constitute Covenant Violations. Any delinquency in the payment of assessments shall constitute a violation of the covenants contained in the Declaration, and following notice and an opportunity to be heard, the Association shall be entitled to impose sanctions on the delinquent owner consistent with the Association's Notice and Hearing and Enforcement Policy and Procedures.

Woodbridge Inn Condominium Association

By: \_\_\_\_\_  
Name Title

Attest: \_\_\_\_\_  
Secretary

This policy was adopted by the Board of Managers on the \_\_\_\_\_ day of \_\_\_\_\_ 2006, effective the \_\_\_ day of \_\_\_\_\_, 2006, and is attested to by the Secretary of the Woodbridge Inn Condominium Association.

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Secretary