

**AMENDED AND RESTATED
COLLECTION POLICY FOR WOODGATE TERRACE
HOMEOWNERS ASSOCIATION, INC.**

The following policies and procedures were adopted by resolution of the Board of Directors of Woodgate Terrace Homeowners Association, Inc. ("the Association") pursuant to Colorado law at a regular meeting of the Board.

Colorado Revised Statutes, section 38-33.3-209.5 requires the association to adopt a written policy regarding the collection of unpaid assessments.

RESOLVED the following policy shall apply to the Association's collection of sums alleged to be due from the Owner and supersedes prior Collection Policies adopted by the Association.

Policy 1. Assessment Collection

- 1.1 Monthly assessments (sometimes called dues or maintenance fees) are due and payable the first day of the month (the due date), are delinquent if not paid on the due date, and incur a late charge and bear interest from the date of delinquency if not paid on or before 10 days after the due date.
- 1.2 Special assessments are due on the date(s) specified in the special assessment.
- 1.3 The owner shall pay a late charge of \$20.00 on each late assessment payment.
- 1.4 In addition, the owner shall pay interest on each assessment after the due date of that assessment at the rate of 18 percent per annum.
- 1.5 The Association will charge the owner the Association's direct costs as a result of a returned or rejected check or other instrument, plus the Association's \$20.00 returned check charge.
- 1.6 After the assessment payment is delinquent, the Association or the Manager will send a **Reminder Notice** to the owner (at the address of the unit/lot unless owner has provided written notice to the Association of a different owner address delivered by hand or certified mail return receipt requested) that the payment is delinquent and the owner must pay the assessment plus applicable charges and interest.
- 1.7 After the **Reminder Notice**, the Association or the Manager will send a **Notice of Delinquency** to the owner address described above in the form attached or form substantially similar to the attached.

- 1.8 If the owner intends to satisfy the entire debt to the Association by restrictive endorsement on a check or money order for an amount less than the full balance then due on the owner's account, that check or money order must be delivered to the Association or its managing agent personally or by prepaid certified mail, return receipt requested.
- 1.9 An owner's payment of less than the full amount owed to the Association at any time shall be applied to pay the following (if applicable) in the order listed, from the oldest to most recent in each category:
- (a) Attorney fees and legal costs
 - (b) Association costs and expenses
 - (c) Late charges
 - (d) Interest
 - (e) Fines
 - (f) Utilities, storage
 - (g) Garage or carport fees
 - (h) Assessments

The Association, through its designated agent, shall have the discretion to return any partial payment that directs payment other than in the above priority.

1.10 Generally alleging a failure of the Association to maintain the Common Area or generally alleging a failure of the Association to comply with provisions of the Association's governing documents shall not constitute a defense or set-off of the lawfully imposed assessments.

Adopted this 25th day of November 2013, by the Board of Directors of Woodgate Terrace Homeowners Association, Inc.

By Lorraine A. Tyler
Its President

Effective Date: January 1, 2014

Notice of Delinquency

Woodgate Terrace Homeowners Association, Inc.

Date: _____, 20____

Regarding: address _____ in the above Association

Dear Owner:

This is notice that you are delinquent in payment of your assessments as shown in the accounting on the attached ledger.

Options:

- (1) CURE DATE. **The delinquency must be cured on or before 30 days after the date on this Notice of Delinquency**

OR

- (2) PAYMENT PLAN. **Owner must enter into a written payment plan acceptable to the Association.** The payment plan must permit the owner to pay off the deficiency, including a reasonable administrative fee, in equal installments over a period of at least six months, in addition to paying the regular assessments due over the period of the payment plan.

The Association is not obligated to negotiate a payment plan if the owner has previously entered into a payment plan and has failed to comply with the payment plan, if the owner does not occupy the unit, or if the owner acquired the unit as a result of a default of a security interest encumbering the unit or foreclosure of the Association's lien on the unit.

To enter into a **payment plan**, please contact:

Dave Kinney

At contact information: Phone: (303) 693-2118

Email: dtkinney@cchoapros.com

Regular mail: Cherry Creek HOA Professionals
14901 East Hampden #320
Aurora, CO 80014

OR

- (3) **COLLECTION ACTION.** If you do not pay the total amount due or enter into a payment plan acceptable to the Association on or before the Cure Date above, or, after having entered into a payment plan, you fail to pay an installment under the payment plan or to remain current with regular assessments as they come due within the period of the payment plan, the Association will turn over your account to a law firm or collection agency for collection. The Association may file a lawsuit against you, the Association may sue to have the court appoint a receiver for your property, the Association may foreclose on its lien against your property if the assessments and charges equal or exceed six months of common expense assessments and the Board has voted by recorded vote to file the foreclosure action, and the Association may pursue other remedies available to it under Colorado law.

General Provisions.

An owner's payment of less than the full amount owed to the Association at any time shall be applied to pay the following (if applicable) in the order listed, from the oldest to most recent in each category:

- (a) Attorney fees and legal costs
- (b) Association costs and expenses
- (c) Late charges
- (d) Interest
- (e) Fines
- (f) Utilities, storage
- (g) Garage or carport fees
- (h) Assessments

The Association, through its designated agent, shall have the discretion to return any partial payment that directs payment other than in the above priority.

From the time your **account is turned over to the law firm**, you must communicate only with the law firm to pay or settle the account. You must pay all late charges, interest, costs of collection, and attorney fees incurred by the Association.