

**POLICY OF SUNRIDGE AT AVON HOMEOWNERS ASSOCIATION, INC. D/B/A
LIFTVIEW CONDOMINIUMS
REGARDING PROCEDURES FOR COLLECTION OF UNPAID ASSESSMENTS**

SUBJECT:	Adoption of a policy and procedure regarding the collection of unpaid assessments.
PURPOSE:	To provide notice of the Association's adoption of a uniform and systematic procedure to collect assessments and other charges of the Association.
AUTHORITY:	The Declaration, Articles of Incorporation and Bylaws of the Association and Colorado law.
EFFECTIVE DATE:	August 20, 2025
RESOLUTION:	The Association hereby adopts the following policy:

1. COLLECTION POLICY AND PROCEDURES

a. Due Dates, Late Fees, Interest, and Acceleration of Assessments.

- i. Due Dates. Regular assessments and charges for actual water usage are due and payable quarterly, in advance, on the first day of each quarter. Payments of regular assessments and charges for actual water usage are considered past due and delinquent if not paid within thirty (30) days from the due date. Payment of all other assessments, special assessments, fees, fines, and other charges as allowed by Colorado law and/or the Governing Documents (with the exception of attorney fees, expenses, and costs, which are addressed below) shall be due and payable within fifteen (15) days of the Association's notice thereof. Payments shall be deemed received and may be posted on the date the payment is received in the Association's office or the Association's payment processor's office. Any installment of any non-regular assessments and actual water usage charges not paid in full when due shall be considered past due and delinquent.
- ii. Discount and Charge Back. At the time that regular assessments and actual water usage charges are invoiced quarterly, the Owner's statement shall reflect a credit amount for a discount for timely, full payment (the "Discount"). If that quarter's regular assessments and actual water usage charges are not paid in full within forty (40) days of the due date, the Owner shall not be entitled to the Discount and the Discount will be removed as a credit on the account, making the Owner responsible for payment of the regular assessments, the actual water usage charges, and the Discount, in

addition to all other charges allowed under this Policy and Colorado law. The Discount charge back, if applied, and the actual water usage charges are the personal obligation of the Owner in the same manner as assessments are treated in the Governing Documents. Such Discount charge back and actual water usage charges, if unpaid, may constitute a lien on the Unit in the same manner set forth in the Governing Documents, CCIOA, and other Colorado law.

- iii. Interest. Interest at the rate of 8% par annum may accrue on any delinquent regular or special assessment, fine, fee, or other charge without further notice to the Owner. Interest may be added to the Owner's account beginning forty (40) days following the due date. Such interest charges are the personal obligation of the Owner in the same manner as assessments are treated in the Governing Documents. Such interest charges, if unpaid, may constitute a lien on the Unit in the same manner set forth in the Governing Documents, CCIOA, and other Colorado law however, these unpaid interest charges cannot in and of themselves form the basis for a foreclosure action.
- iv. Acceleration. When an Owner has failed to pay at least three (3) monthly installments within fifteen (15) days of each monthly installments' due date, the Board may accelerate and declare immediately due all of that Owner's unpaid installments of the annual assessment without notice. Upon acceleration, that Owner loses the privilege of paying any and all assessments and charges in installments for the remainder of the fiscal year, unless such privilege is otherwise reinstated in the Board's sole discretion. This acceleration provision is not applicable in the event that an Owner is engaged in or entitled to engage in a payment plan as otherwise set forth in this Collection Policy.

b. Return Check Charges.

- i. If any check or other instrument payable to or for the benefit of the Association is not honored by the bank or is returned by the bank for any reason, including, but not limited to insufficient funds, the Owner is liable to the Association for one of the following amounts, at the option of the Association and in the sole discretion of the Board:
 - 1. An amount equal to the face amount of the check, draft, or money order and a return check charge of \$20.00 or an amount equal to the actual charges incurred by the Association levied by the party returning the check, whichever is greater; OR
 - 2. If notice has been sent as provided in C.R.S. § 13-21-109 and the total amount due as set forth in the notice is not paid within 15 days after such notice is given, the person issuing the check, draft or money order may be liable to the Association for collection for three times the face amount of the check, but not less than \$100.00.

- ii. Any returned check may cause an account to be past due if full payment of the monthly installment of the annual assessment or of any other charge is delinquent.
- iii. If two or more of an Owner's checks are returned unpaid by the bank within any fiscal year, 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.

c. Process For Addressing Delinquencies

- i. First Contact. After an account is thirty (30) days or more past due (whether due to nonpayment of assessments, fines, and/or fees), the Association shall first contact the Owner to alert the Owner of the Owner's delinquency. The First Contact shall be sent in the manner set forth below. The First Contact shall also contain a written offer for a repayment plan, which repayment plan shall have the minimum terms set forth below.
- ii. Notice of Delinquency. After an account is sixty (60) days or more past due (whether due to nonpayment of assessments, fines, and/or fees), and before turning over a delinquent account to a collection agency or attorney for further legal or other action, the Association shall send the delinquent Owner a Notice of Delinquency which shall contain at least the following information:
 - 1. The total amount due, with an accounting of how the total was determined;
 - 2. Whether the opportunity to enter into a payment plan exists pursuant to CCIOA and instructions for contacting the entity to enter into such a payment plan;
 - 3. 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 Owner no later than seven (7) business days after receipt of the Owner's request;
 - 4. 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 Owner, the filing and foreclosure of a lien against the unit Owner's property, the sale of the Owner's unit at auction to pay delinquent assessments, which could result in the Owner losing some or all of the Owner's equity in the unit, or other remedies available under Colorado law and as set forth in this Collection Policy.
 - 5. The availability of, and instructions on how to access, free online information through the HOA Information and Resource Center

created in C.R.S. § 12-10-801(1) relating 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 Owner's home, and the availability of online information from the federal Department of Housing and Urban Development concerning credit counseling before foreclosure that may be accessed through a link on the Department of Local Affairs' website.

6. An indication of whether the delinquency concerns unpaid assessments; unpaid fines, fees, or charges; or both unpaid assessments and unpaid fines, fees, or charges.
7. If the Notice of Delinquency concerns unpaid assessments, the Notice of Delinquency must notify the Owner that unpaid assessments may lead to foreclosure.
8. A description of the steps that the Association must take before the Association may take legal action against the Owner, including a description of the Association's cure process, in the event that the delinquency is connected to an alleged violation of the Association's Governing Documents.
9. 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 Association's Governing Documents.
10. The Notice of Delinquency must be written in English and in any language that the Owner had indicated a preference for correspondence and notices.

iii. Contact by Association.

1. The First Contact and the Notice of Delinquency must be sent to the Owner via certified mail, return receipt requested. The Association may charge the Owner for the actual costs of sending such certified mail.
2. 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 Owner or designated contact has provided the number to the Association. If the Association attempts to contact the Owner or designated contact by telephone but is unable to contact the 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 Owner or designated contact has provided the cellular number to the Association;
 - c. Email to an e-mail address on file that the Owner or designated contact has provided to the Association.
 - d. By regular mail, if the Owner or designated contact has not provided a telephone number, cellular number, or email address as additional means by which to receive notices.
- 3. An Owner is required to and shall provide the Owner's mailing address, cellular number, and e-mail address to the Association by sending an e-mail to the Association's Manager (or, if none, to the President of the Board of the Association) with an identification of the Owner's mailing address, cellular number, and e-mail address.
 - 4. An Owner may identify another person to serve as a designated contact for the Owner for the purposes of receiving the First Contact, Notice of Delinquency, or other similar notices. In order to so identify this designated contact, the Owner shall send an e-mail to the Association's Manager (or, if none, to the President of the Board of the Association) indicating the designated contact and the mailing address, physical address, telephone number, and e-mail address for such designated contact.
 - 5. An Owner may notify the Association if the Owner prefers that correspondence and notices from the Association be made in a language other than English. In order to so identify this preferred language, the Owner shall send an e-mail to the Association's Manager (or, if none, to the President of the Board of the Association) indicating the preferred language for communications. If a preference is not indicated, the Association shall send the correspondence and notices in English.
 - 6. The Owner and the Owner's designated contact must receive the same correspondence and notices anytime 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.
 - 7. The Association shall keep a record of all contacts by the Association to the Owner, including information regarding the type of communication used to contact the Owner and the date and time that the contact was made.

iv. Referral of Delinquent Account.

1. The Association and/or its Manager (if any) 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 meeting conducted pursuant to CCIOA § 38-33.3-308(4)(e).
2. The Association may not take legal action for unpaid monthly assessments until the Owner has failed to pay at least (3) monthly installments within fifteen (15) days of each monthly installments' due date.

v. Itemization of Delinquency.

1. On a monthly basis and by first-class mail and, if the Association has the relevant e-mail address, by e-mail, the Association shall send to each Owner who has any outstanding balance owed the Association an itemized list of all assessments, fines, fees, and charges that the Owner owes to the Association. The Association shall send the itemized list to the Owner in English or in any language for which the Owner has indicated a preference for correspondence and notices and shall also send the itemized list to the designated contact for the Owner, if any.

- d. Application of Payments. All payments received on account of any Owner or the Owner's property must be applied as follows: first to delinquent assessments reduced to judgment; then to delinquent assessments not reduced to judgment; then to post-judgment attorneys' fees, costs, and expenses; then to attorneys' fees, costs, and expenses not reduced to a judgment; then to interest; then to late fees; then to return check charges; then to fines and other amounts levied pursuant to the Governing Documents reduced to judgment; then to fines and other amounts levied pursuant to the Governing Documents that are not reduced to judgment.

e. Repayment Plan

- i. The Association shall make a written offer to the Owner (in the First Contact) and shall otherwise make a good-faith effort to coordinate with the delinquent Owner to set up a repayment plan that, at a minimum, permits the Owner to pay off the total deficiency amount in monthly installments over a period of at least eighteen (18) months.
- ii. An Owner shall have thirty (30) days after the Association provides the Owner with a written offer to enter into a repayment plan in which to either accept or decline the repayment plan. An Owner who fails to accept the Association's written offer for a repayment plan within thirty (30) days after the written offer shall be deemed to have declined the repayment plan.

- iii. Under the repayment plan, the Owner may choose the amount to be paid each month, so long as each payment is in an amount of at least twenty-five dollars until the balance of the amount owed is less than twenty-five dollars.
- iv. More lenient repayment plans may be entered into at the sole discretion of the Board and the Board's decision to enter into a more lenient plan as to one Owner or circumstance shall not be construed as a waiver of the right of the Board to require a repayment plan that strictly complies with the minimum requirements of CCIOA.
- v. For purposes of the repayment plan, delinquent assessments include regular and special assessments, fees, charges, late charges, attorney fees, costs, fines, interest, and any and all charges otherwise allowed by Colorado law and/or the Governing Documents.
- vi. The repayment plan delineated herein is not available to an Owner who does not occupy the unit at issue and who acquired the property (A) as a result of a default of a security interest encumbering the unit or (B) foreclosure of the Association's lien on such unit.
- vii. The Association is not obligated to negotiate a repayment plan with an Owner who has previously entered into a repayment plan.
- viii. An 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.
- ix. The Association may pursue collection, legal action, or any other available remedies against an Owner if the Owner fails to comply with the terms of his or her repayment plan. An Owner's failure to remit payment of three or more agreed-upon installments within fifteen (15) days after each installment was due, or to remain current with regular assessments as they come due during the repayment period, constitutes a failure to comply with the terms of the Owner's repayment plan. The Association may not commence legal action to initiate a foreclosure proceeding based on an Owner's delinquency in paying assessments unless and until the Owner fails to pay at least three of the monthly installments within fifteen (15) days after the monthly installments were due.

f. Remedies Of Association

- i. In the event that an account remains delinquent for more than thirty (30) days after the Association's Notice of Delinquency and assuming that an Owner either is not eligible for a repayment plan, declined the repayment plan, or violated such repayment plan, the Association may, in the sole discretion of the Board, take the following action: (1) record a Notice of Assessment Lien against the subject unit and (2) refer the matter to a collection agency or attorney for further collections activities (provided that

the referral has been authorized by a majority vote of the Board of Directors in a recorded vote at a meeting conducted pursuant to CCIOA § 38-33.3-308(4)(e)), which collection agency or attorney shall send a demand letter to the Owner.

- ii. In the event that the annual assessment is payable in installments, each installment may be subject to a statutory lien if the Owner fails to pay the installment within fifteen (15) days after the installment becomes due, but the Association may not pursue legal action for unpaid monthly installments until the Owner has failed to pay at least three (3) monthly installments within the time period that each monthly installment is due.
- iii. Pursuant to the Governing Documents and Colorado law, the Association shall have the right, but not the obligation, to pursue the following additional non-exclusive remedies against a delinquent Owner:
 - 1. Commence a lawsuit against the delinquent Owner in which the Association shall seek a personal judgment against the Owner in the total amount of the Owner's delinquency, including all past due regular and special assessments, fees, charges, late charges, attorney fees, costs, fines, interest, and any and all charges otherwise allowed by Colorado law and/or the Governing Documents. The delinquent Owner's obligation to pay regular or special assessments as they come due shall continue during the pendency of the litigation and any and all fees, fines, charges, and pre-judgment interest shall continue to accrue during the pendency of the litigation.
 - 2. Foreclose on the Association's lien on the delinquent Owner's unit in the manner provided for by Colorado law and the Governing Documents, assuming that the Association has satisfied the dictates of Colorado law in connection with obtaining or attempting to obtain a personal judgment against certain categories of Owners. The delinquent Owner's obligation to pay regular or special assessments as they come due shall continue during the pendency of the foreclosure and any and all fees, fines, charges, and pre-judgment interest shall continue to accrue during the pendency of the foreclosure. **HOWEVER**, the Association may not foreclose on its lien unless the following requirements are met:
 - A. The balance of the assessments and charges secured by the Association's lien must equal or exceed six months of common expense assessments based on a periodic budget adopted by the Association; and
 - B. The Board has formally resolved, by a recorded vote, to authorize the filing of a legal action against the specific unit on an individual basis. The Board may not delegate its duty to act

under this subparagraph (B) to any attorney, insurer, manager, or other person.

- C. The Association may not foreclose on an assessment lien if the debt securing the lien consists only of one or both of the following; (i) fines that the Association has assessed against the Owner; or (ii) collection costs or attorney fees that the Association has incurred and that are only associated with assessed fines.
- D. At least thirty (30) days before initiating legal action to foreclose its lien, the Association shall provide written and electronic notice to the Owner or the designated contact that the Owner has the right to engage in mediation prior to litigation. To initiate mediation, the Owner must respond within thirty (30) days after the date of the notice. To participate in mediation, both parties must select a mutually agreeable mediator knowledgeable about CCIOA and common interest community disputes and schedule the mediation session within thirty (30) days after the Association sends the notice.
- E. At least thirty (30) days before initiating legal action to foreclose its lien, the Association shall provide written and electronic notice to all lienholders identified on the Owner's property records of the pending legal action for foreclosure. The notice must include the amount of any outstanding assessment and other money owed.
- F. At least thirty (30) days before initiating a legal action to foreclose an Association lien, the Association shall provide written and electronic notice to the Owner or the Owner's designee that:
 - i. the Owner has the right to participate in credit counseling at the Owner's expense and that information relating to obtaining credit counseling and the consequences of foreclosure by an association is available through the HOA Information and Resource Center created in C.R.S. § 12-10-801(1) or through a link to the federal Department of Housing and Urban Development on the Department of Local Affairs' website; and
 - ii. credit counseling may include:
 - a. discussion of amounts owed to the Association in unpaid assessments and related costs;
 - b. the impact of foreclosure on the Owner's credit;

- c. additional debt that may be incurred by the Owner if foreclosure by the Association is completed;
 - d. options available to the Owner to retain title to the Unit or to remain in the Unit; and any other options that may be available to the Owner to avoid foreclosure.
- G. In addition to the notifications or information that the Association is required pursuant to C.R.S. § 38-33.3-209.5 to provide to an Owner prior to initiating a legal action, at least thirty (30) days before initiating a legal action to foreclose an Association lien under this section, the Association shall provide notice to the Owner of the Association's intent to foreclose the lien under this section.
 - i. The Association shall send the notice of intent to foreclose the Association lien to the Owner or the Owner's designated contact, if the Owner has identified another individual to serve as a designated contact pursuant to C.R.S. § 38-33.3-209.5 (1.7).
 - ii. If the Owner or the Owner's designated contact has notified the Association of a preference to receive notices in a language other than English pursuant to § 38-33.3-209.5 (1.7)(a)(i), the notice must be sent in the preferred language.
 - iii. For purposes of providing the Association's notice of intent to foreclose to the Owner, if the Association does not already have the information, prior to sending the notice, the association shall request from Owner or the Owner's designated contact, a telephone number for phone calls, a cellular number for texts, and an email address for emails.
 - iv. The Association shall send the notice of intent to foreclose by certified mail, return receipt requested, and by at least TWO of the following means:
 - a. telephone call to a telephone number that the Association has on file because the 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 Owner or designated contact, the Association shall, if possible, leave a voice message for the Owner or designated contact.

- b. text message to a cellular number that the Association has on file because the Owner or designated contact has provided the cellular number to the Association;
 - c. email to an email address that the Association has on file because the Owner or designated contact has provided the email address to the association; or
 - d. regular mail, if the Owner or designated contact has not provided a telephone number, cellular number, or email address as additional means by which to receive notices.
- v. The notice of intent to foreclose the Association lien must inform the Owner that:
 - a. the Association intends to file a lawsuit against the Owner's property and that, if the Court forecloses on the lien, the Court will order the sale of the Unit at auction to pay the delinquent assessments due to the Association;
 - b. based on the sale price of the unit at auction, the Owner could lose some or all of the Owner's equity in the Unit;
 - c. the Owner has a right to participate in credit counseling prior to foreclosure;
 - d. the Owner has a right to participate in mediation with the association prior to foreclosure; and
 - e. the Owner has access to, and instructions on how to access, free online information through the HOA Information and Resource Center created in C.R.S. § 12-10-801(1) relating to foreclosure by an association.

- H. No later than five (5) business days after the Association initiates legal action to foreclose an assessment lien described in this section, the Association shall provide written and electronic notice to all lienholders identified in the Owner property records of:
- i. the right to cure the nonpayment pursuant to C.R.S. § 38-38-104; and
 - ii. the right of the Owner to file a motion to stay the sale of the property at auction pursuant to C.R.S. § 38-38-109.5.
- I. If a Unit has been foreclosed on by the Association, the Unit shall not be purchased by a member of the Board of Directors, an employee of the Association's management company representing the Association, an employee of the law firm representing the Association, an immediate family member of any of these individuals or by a community management company representing the Association.
- i. This prohibition includes an individual or management company that was, at any time during the five-year period immediately preceding the sale of the foreclosed Unit, an individual or management company described above.
 - ii. This prohibition includes a business entity that was, at any time during the five-year period immediately preceding the sale of the foreclosed Unit, owned or affiliated with an individual or management company described above.
 - iii. A person that purchases a Unit through the foreclosure of a lien described in this section acquires the Unit subject to any covenants or limitations on the use or sale of the Unit to which the previous Unit Owner was subject.
- J. At any time after the Association files an action for foreclosure of the Association's lien on a Unit, but prior to the sale date at auction, the Owner or the Owner's designated representative may file a motion with the Court to stay the sale of the Unit with notice of the Owner's intent to list the Unit for sale for the fair market value of the Unit or an alternate amount as specified

herein. The Owner or the Owner's designated representative shall provide notice of the motion to stay the sale to the Association and to the officer. The Owner shall state in the motion to stay: (i) the fair market value of the Unit, as determined by: (a) an appraisal of the Unit; (b) a market analysis conducted by a licensed real estate agent; (c) an estimate from an online real estate marketplace company; or (d) the assessed value of the Unit recorded in the County Assessor's property tax records on the date of the Court's order to sell the Unit; (ii) an alternate value for the unit that, if less than the fair market value of the unit, exceeds the sum of all liens and any fees or costs advanced by the holder of the evidence of debt. The Court may allow the Owner additional time to submit the fair market value or alternate value to the court. The Owner shall list the Unit at the sale price specified in the motion to stay, unless the Association objects to the Owner's declared fair market value or alternate value of the Unit. The Association may submit evidence of the Unit's value to the court. Based on the evidence, the court shall set the initial list price of the Unit and may further order a change to the list price if supported by sufficient evidence. The Court's order staying the sale of the Unit at auction is in effect for nine months after the date of the order. The court may extend the stay of the sale of the Unit at auction beyond nine months upon evidence that the sale of the Unit is imminent or for good cause, as determined by the Court. If a sale date was scheduled, the officer shall post or provide notice of the continuance of the sale while the stay is in effect. The Court shall enter any orders necessary to ensure that the proceeds of the sale of the Unit are held in escrow and distributed by the Court in accordance with lien priority and other applicable law. A purchaser of a Unit listed for sale shall take title to the Unit free and clear of any encumbrances relating to filing of the foreclosure action.

3. Continue to accrue regular and special assessments and other fees, interest, fines, and charges against the delinquent Owners' unit until, in the Board's sole discretion, it makes economic or other sense to pursue collections activities against the Owner.
4. The Board may seek the appointment of a receiver if an Owner becomes delinquent in the payment of assessments. 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.

5. At any time after obtaining a money judgment against an Owner, the Association, through its attorney, may file Writs of Garnishment with the appropriate court to attach wages or assets for the benefit of the Association in payment of the judgment.
 6. The Board may revoke the delinquent Owner's right to utilize the common elements of the Association during the pendency of such Owner's delinquency.
 7. The Board may suspend the delinquent Owner's voting privileges in the Association during the pendency of such Owner's delinquency.
 8. Any other remedies customarily and reasonably employed by the Association or homeowners' associations of its type.
- g. Small Claims Court. The Association and each Owner may, but are not required to, utilize the processes of the Small Claims Court to enforce rights and responsibilities arising under the Association's Governing Documents, in relation to 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 (\$7,500.00), exclusive of interest and costs. The Association and each Owner may utilize the processes of the Small Claims Court in actions involving injunctive relief to (1) enforce rights or responsibilities arising under the Association's Governing Documents, including actions seeking declaratory relief, subject to the jurisdictional limit of the Small Claims Court; (2) enforce restrictive covenants on residential property, subject to the jurisdictional limit of the Small Claims Court.
- h. Attorney Fees and Other Costs Of Collection. Once a matter has been referred to a collection agency or attorney for collections activities or legal action, the Association shall incur attorney fees, costs, and other expenses in connection therewith. 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 pursuant to the terms of the Governing Documents and Colorado law. The Association's right to recover reasonable attorney fees and collection costs may be limited by current Colorado law. Attorney fees, expenses, and other costs of collection incurred by the Association shall be considered part of the assessments and shall be due and payable immediately when incurred, upon demand. The Association need not initiate legal action in order to demand and recover the attorney fees, expenses, and other costs of collection incurred by the Association in addressing an Owner's delinquency.
- i. Delegation of Authority to Sign Notice of Lien. The Board delegates authority to the Association's attorney, its manager or managing agent (collectively, "Manager"), or its accountant to sign and acknowledge the Notice of Assessment Lien. This limited delegation does not delegate the Board's sole ability to authorize the referral of the matter to an attorney or collection agency or to engage in legal action as otherwise set forth in this Collection Policy and CCIOA.

- j. Communication with Association. Once a delinquent account has been referred to a collection agency or attorney as set forth in this Collection Policy, the delinquent Owner shall communicate exclusively with such collection agency or attorney unless and until the Association, either directly or by and through an attorney or agent, notifies the Owner that the Owner may discuss the delinquent account directly with the Association or the Manager.
- k. Bankruptcies and Public Trustee Foreclosures. Upon receipt of any notice of a bankruptcy filing by an Owner, or upon receipt of a notice of a foreclosure by any holder of an encumbrance against any Unit within the Association, the Association may advise the Association's attorney of the same and may turn the account over to the Association's attorney.
- l. Waivers; Ongoing Evaluation. The Association may alter the time for the filing of lawsuits and liens, or otherwise modify the procedures contained in these Policies and Procedures, as the Association may determine appropriate under the particular circumstances and in accordance with all applicable laws. Any such accommodation may be documented in the Association's files with the conditions of relief. Failure of the Association to require strict compliance with this Collection Policy shall not be deemed a waiver of the Association's right to require strict compliance and 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 Collection Policy. Nothing in this policy shall require the Board to take specific actions at a specific time but the Board shall not take any action in less than the time stated herein for a particular action. The Board has the option and right to continue to evaluate each delinquency on a case-by-case basis.
- m. Credit Report. In the event that any Owner becomes delinquent in the payment of assessments as set forth herein, the Owner acknowledges and agrees that the Association may cause a credit report to be pulled by the Association or an agent of the Association, in order to facilitate the collection of unpaid assessments.
- n. Service or Manager Fees. In the event that the Association incurs any type of service fee (regardless of its appellation) for the handling and processing of delinquent accounts on a per account basis, such fee(s) shall be the personal obligation of the Owner in the same manner as assessments are treated in the Governing Documents. However, the Association may not charge an Owner for providing a copy of their statement of account/ledger.
- o. Defenses. Failure of the Association to comply with any provision in this Policy shall not be deemed a defense to payment of Assessments or other charges, late charges, return check charges, attorney fees, and/or costs otherwise payable to the Association.
- p. Definitions. Unless otherwise defined in this Policy, initially capitalized or terms defined in the Declaration shall have the same meaning herein.

- q. Supplement to Law. The provisions of this Policy shall be in addition to and in supplement of the terms and provisions of the Declaration and the law of the State of Colorado governing the Project.
- r. Waivers. 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 shall determine appropriate under the circumstances.
- s. Amendment. This Policy may be amended from time to time by the Board of Directors.

PRESIDENT'S CERTIFICATION: The undersigned, being the President of Sunridge at Avon Homeowners Association, Inc. d/b/a LiftView Condominiums, a Colorado nonprofit corporation, certifies that the foregoing Policy was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors on and in witness thereof, the undersigned has subscribed their name.

**SUNRIDGE AT AVON HOMEOWNERS ASSOCIATION, INC. D/B/A LIFTVIEW
CONDOMINIUMS, A COLORADO NONPROFIT CORPORATION**

Signed By: *Tiffany Boeh*
Tiffany Boeh (Sep 10, 2025 11:35:40 MDT)

Print Name: Tiffany Boeh

Title: President

Liftview HOA Collection Policy - Updated August 2025 - Version 2 - FOR EXECUTION

Final Audit Report

2025-09-10

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"Liftview HOA Collection Policy - Updated August 2025 - Version 2 - FOR EXECUTION" History

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2025-08-20 - 5:57:14 PM GMT
-  Email viewed by Tiffany Boeh (hr-accounting@mountainhaus.com)
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