

**THE KNOLLS VILLAGE TOWNHOUSE ASSOCIATION  
COLLECTION POLICY**

Adopted June 5, 2007

The following Collection Policy has been adopted by The Knolls Village Townhouse Association ("Association") pursuant to C.R.S. 38-33.3-209.5 at a regular meeting of the Board of Directors.

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. The provisions of this Policy shall supercede and replace any and all previous policies and rules regarding the collection of Assessments.

Collection Philosophy: All members are obligated by the Declaration of Covenants and Restrictions of The Knolls Village Townhouse Association ("Declaration") to pay all dues and assessments in a timely manner. Failure to do so jeopardizes the Association's ability to pay its bills. Failure of members to pay assessments in a timely manner is also unfair to its other members who do. Accordingly, the Association, acting through the Board of Directors must take steps to ensure timely payment of assessments.

NOW, THEREFORE, IT IS RESOLVED that the Association does hereby adopt the following procedures and policies for the collection of assessments and other charges of the Association:

1. Due Dates. The Monthly Assessments, as determined by the Association, shall be due and payable monthly in equal installments due on the first day of the month. Special Assessments or other fees may be assessed from time to time by the Association and are due and payable as specified by the resolution authorizing such Special Assessment or fee. Assessments or other fees not paid to the Association when due shall be considered past due and delinquent.
2. Interest Charges. Any Assessment not paid within thirty (30) days after the due date thereof shall bear interest from the due date at the rate of eight percent (8%) per annum. All such charges shall be due and payable immediately, without notice, in the manner provided for payment of assessments.
3. Return 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 applicable 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 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 for 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 such owner.

6. Collection Letters.

(a) After an installment of the common assessment or other charge owed to the Association becomes one month past due, the Association shall cause a notice of delinquency to be sent to the unit owner who is delinquent in payment.

(b) If payment in full is not received within thirty (30) 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. If payment in full of any assessment or other charge is not received within sixty (60) days after it became due, the Association may 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. If payment in full is not received within sixty (60) days after its due date, the Association may, but shall not be required to refer delinquent accounts to its attorneys for collection. 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 the account is settled, has a zero balance or is written off. 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 Directors 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 this 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. Order of Remedies. The Association may pursue any actions or remedies, including actions for personal judgment, foreclosure or receivership, to collect amounts owed in any order or contemporaneously, and cumulatively, and in the case of a foreclosure by the holder of another security interest in the owner's property, may immediately proceed to file actions for personal judgment, foreclosure or receivership without the necessity of following the procedures set forth in paragraphs 6, 7 and 8 above.

12. Delinquencies Constitute Covenant Violations. Any delinquency in the payment of assessments shall constitute a violation of the covenants contained in the Declaration, and without notice and an opportunity to be heard being required, 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.

The Knolls Village Townhouse Association  
By: (signed) Loren Rohl  
President

This Collection Policy was adopted by the Board of Directors on the 5 day of June, 2007, effective the 5 day of June, 2007, and is attested to by the Secretary of The Knolls Village Townhouse Association.

(signed) Scheryl Sher  
Secretary