

**RESOLUTION OF
VANTAGE POINT-VAIL CONDOMINIUM ASSOCIATION, INC.
REGARDING POLICY AND PROCEDURE FOR COLLECTION OF
UNPAID ASSESSMENTS AND OTHER ASSOCIATION CHARGES**

SUBJECT: Adoption of policies and procedures regarding the collection of unpaid assessments and other charges in compliance with Colorado law.

PURPOSE: To amend and restate the Association's policies and procedures for the collection of unpaid assessments and other charges.

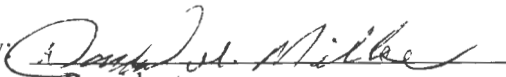
AUTHORITY: The Declaration, Articles of Incorporation and Bylaws of the Association and Colorado law.

EFFECTIVE DATE: 12/19, 2015.

RESOLUTION: The Association hereby adopts the following policies and procedures, contained herein.

PRESIDENT'S CERTIFICATION: IN WITNESS WHEREOF, the undersigned certify that this Collection Policy and Procedure was adopted by resolution of the Board of Directors of the Association this 19th day of December, 2015.

VANTAGE POINT-VAIL CONDOMINIUM ASSOCIATION, INC.
a Colorado nonprofit corporation

By: 
President

Collection of Unpaid Assessments Policies and Procedures

The Association has adopted the following procedures and policies for the collection of Assessments, in supplementation of the terms and provisions of the Declaration.

1. Due Dates. Assessments as determined by the Association, and as allowed for in the Declaration, are due and payable when imposed, after notice to the owners. Assessments or other charges not paid in full to the Association within ten (10) days of the due date may incur interest, penalties, and/or late fees.
2. Interest and Penalties on Past Due Sums. Interest, in the amount of 1% per month, and a penalty, in the amount of 1% per month, will be charged by the Association on all sums past due. These charges are not prorated for each month, but rather, once charged by the Association, are the obligations of the Owner.
3. Late Charges. The Association may impose a late charge of \$50.00 per month for each Owner who fails to pay an outstanding balance of less than \$500.00, and a late charge of \$100.00 on outstanding balances of over \$500.00, all from the due date provided above. This late charge, if imposed, will be a Common Expense for each delinquent Owner.
4. Personal Obligation For Interest, Penalties and Late Charges Imposed. Interest, penalties and late charges are the personal obligation of the Owner(s) of the Unit for which such assessment is unpaid. All such charges shall be due and payable immediately, after written notice, in the manner provided by the Declaration (and as set forth herein) for payment of assessments.
5. Returned Check Charges.
 - (a) 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 \$20.00 fee, or other lesser amount deemed appropriate by the Board of Directors will 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. This returned check charge is a Common Expense for each Owner who tenders payment by check or other instrument which is not honored by the bank upon which it is drawn. Such returned check charge shall be due and payable immediately, upon demand.
 - (b) Notwithstanding subsection (a), the Association shall be entitled to all additional remedies as may be provided by applicable law.
 - (c) Returned check charges are the obligation of the Owner(s) of the Unit for which payment was tendered to the Association.
 - (d) 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 (1) year, be made by certified check or money order. This returned check charge shall be in addition to any late fees or interest incurred by an Owner.

(e) Any returned check shall cause an account to be past due if full payment of the annual assessment is not timely made within thirty (30) days of the due date.

6. Notice to owner Before Referral for Collection. Before the Association turns over a delinquent account of an Owner to collection agency or refers it to an attorney for legal action, the Association must send a notice to the Owner. The notice must inform the Owner:

(a) of the total amount due, with an accounting for how the total was determined:

(b) that a notice of assessment lien (in addition to the lien established by the Declaration and recognized by state statutes) may be recorded against the Owner's Unit;

(c) whether the opportunity to enter into a payment plan exists (as provided in this Collection Policy)

(d) how the Owner may contact the Association to arrange a payment plan (if the Owner is eligible)

(e) of the name and contact information for the individual the Owner may contact to request a copy of the Owner's ledger to verify the amount of the debt;

(f) that a lien is in place on the Owner's property, as provided under the Declaration and state law;

(g) that payment is required within 30 days to cure the delinquency;

(h) that failure to pay within 30 days may result in the Owner's delinquent account being turned over to the attorneys for the Association or a collection agency;

(i) that a lawsuit on the Owner's promise to pay, a foreclosure of the Association's lien, or both may be filed against the Owner; and

(j) that other remedies available under Colorado law may be sought by the Association.

7. Payment Plans. The Association will make a good faith effort to coordinate with the Owner to set up a payment plan. An Owner may enter into a payment plan to pay off a deficiency in equal installments over a period of six months or such longer period as authorized by the Board of Directors. If the Owner fails to comply with the terms of the payment plan by failing to remit payment of an agreed-upon installment or failing to remain current with regular assessment as they become due during the payment plan term, the Association may pursue legal action. The Association is not obligated to negotiate a payment plan with an Owner who has

previously entered into a payment plan. Further, the Association is not obligated to enter into a payment plan if the Owner does not occupy the Unit and has acquired the property as a result of a default of a security interest encumbering the Unit or foreclosure of the Association's lien.

8. Remedies.

(a) Lawsuits on Covenant to Pay Assessments. The Association may pursue a lawsuit against an Owner who has sums due the Association, based on the covenant to pay the Association as set forth in the Declaration.

(b) Judicial Foreclosure. The Association may choose to foreclose on its lien in lieu of or in addition to other remedies. The purpose of foreclosure by the Association is to obtain payment of all assessments owed. If the Association forecloses on its lien, the Owner will lose the Owner's property. The Association will not commence a foreclosure action unless the balance of the assessments and charges secured by its lien (which may include late fees, fines and other charges) equals or exceeds six months of Common Expense Assessments based on the Association's periodic budget. Prior to filing a foreclosure lawsuit, the Board must resolve, by a recorded vote, to authorize the filing against the particular Unit.

(c) 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.

(d) General. The Association has all of the remedies available to it under the Declaration and Colorado law.

9. Attorney Fees on Delinquent Accounts. As an additional expense permitted under the Declaration and by Colorado law, the Association is 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 are due and payable immediately when incurred, upon demand.

10. Application of Payments. All sums collected on a delinquent account will be remitted to the Association's attorney until the account is brought current. All payments received on account of any Owner or the Owner's property (hereinafter collectively "Owner"), will be applied to payment of any and all legal fees and costs (including attorney fees), expenses of enforcement and collection, any interest, penalty, late charges, returned check charges, lien fees, and other costs owing or incurred with respect to such Owner pursuant to the Declaration, Articles, Bylaws, Rules and Regulations, or this Resolution, prior to application of the payment to any special or regular assessments due or to become due with respect to such Owner.

11. Certificate of Status of Assessment. The Association will furnish to an Owner or such Owner's designee upon written request, first class postage prepaid, return receipt, to the Association's agent, a written statement setting forth the amount of unpaid assessments currently levied against such Owner's property for a fee of up to \$250.00. However, if the account has been turned over to the Association's attorney, such request will be handled through the attorney.

The Association will furnish such statement within fourteen (14) days of receiving the written request.

12. Defenses. Failure of the Association to comply with any provision in this Collection Policy will 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.

13. Amendment. This Collection Policy may be amended from time to time by the Board of Directors.