

**WINDJAMMER HOMEOWNERS ASSOCIATION**  
**COLLECTION POLICY AND PROCEDURES**  
**30 September 2021**

**Authority:** CRS 38-33.3-123, Enforcement- Limitation, Paragraph (1) (a); CRS 38-33.3-209.5, Responsible Governance Policies, Paragraph (1) (b)(1) CRS 38-33.3-209.5, Paragraph (5)(a) - required contents of Collection Policy CRS 38-33.3-315, Assessments for Common Expenses, Paragraph (7); CRS 38-33.3-316, Lien for Assessments CRS 38-33.3-316.3, Collections- limitations. Declaration, Article VI, Section 603, Covenant for Maintenance Assessments; Bylaws, Article VIII, Budget and Assessments, Sections 8.2 - 8.5; Bylaws, Article III, Section 3.8, Penalties for Infractions I.

**Purpose:** This Policy provides an overview of the Association collection process. Association dues, fines, and assessments ("**Account**") are the responsibility of the Owner. For the purpose of this Policy, **Owner** refers to both a resident and non-resident owner of any property subject to the Association's Covenants and Policies. Association dues must be paid by the end of January, April, July, and October. Fines and assessments are due when directed by the Board of Directors ("**Board**"). While Statements of Account will be delivered by the Association, payments are due regardless of whether a statement is received by the Owner. Failure to pay the Owner's Account will result in assessed fines and may lead to additional penalties, such as liens, suspension of trash collection and voting rights, and referring Accounts to a debt collection agency.

**Policy:**

- a. **Payment of Account.** Payment of Account is the responsibility of each Owner or responsible agent retained to act in the Owner's stead. An Owner's Account consists of annual dues, assessed late fees, legal fees, assessed fines, and special assessments. Annual dues are assessed quarterly; other fees, fines, and special assessments are determined by the Board according to Windjammer Homeowners Association Bylaws, Declaration, and Policies and Procedures. Statements of Account are delivered at the end of December, March, June, and September of each year. Payments of dues are required by the end of the January, April, July, and October, respectively, and are considered delinquent if payment is not received at the Association mailing address by fifteen (15) days following end of quarterly dues month. The Board will set the time of payment for any fees and assessments levied against an Owner.

Owners who fail to remit Account balances to the Association by the due date will be liable for late fees and may be subject to recording of lien upon their property and associated lien filing fees. Any checks returned for insufficient funds will be assessed up to a \$50 fee.

- b. **Application of Payments.** Payments will be applied to the oldest matured debt first. Failure of an Owner to pay Accounts in full may result in late fees as specified in this Policy.
- c. **Payment of Dues by Tenant.** Whereas the Association has no legal relationship with tenants, it is not the responsibility of the Association to provide Statements of Account to tenants. Regardless of whether an Owner obligates a Tenant for such assessments, the Association will look only to the Owner for payment.
- d. **Payment of Dues by Escrow.** The Association does not authorize payment of Account balances through escrow agreement with Owner's mortgage holder.
- e. **Suspension of Trash Collection and Voting Rights.** Trash collection services may be suspended at the Windjammer address of any Owner whose Account is not paid in full within ninety (90) days after the due date. In addition, voting rights may also be suspended for the Owner. All suspensions require the approval of the President of the Board.
- f. **Payment Plans.** At the discretion of the Board, any Owner whose Account is not paid in full within ninety (90) days may enter into a payment plan. The Account must not currently be with the Association's attorney or a collection agency, and the Owner must not have previously entered into a payment plan for a separate delinquent Account. The term of the payment plan will not exceed six (6) months.
- g. **Collection.** After the debt exceeds the equivalent of six (6) months of regular assessments, the Association may turn the delinquent Account over to a collection agency or an attorney for collection. If a debt is turned over to an attorney, the Board will cease communicating with the delinquent Owner about the debt and will route all communications through the attorney. Fees incurred will be added to the debt. Before turning over the Account, the Association will send the Owner a notice of delinquency specifying:
  - i. The total amount due, with an accounting of how the total was determined.
  - ii. Whether the opportunity exists to enter into a payment plan, and instructions for contacting the Association to enter into a payment plan of at least six (6) months.

- iii. The name and contact information for the Secretary/Treasurer the Owner may contact to request a copy of the Owner's ledger to verify the amount of the debt.
- iv. That action is required to cure the delinquency and that failure to do so within thirty (30) days may result in the 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 Owner's property, or other remedies available under Colorado law. The option to foreclose the lien exists under the Covenants (603(h)) and the Colorado Common Interest Ownership Act 316(4)/(11) even if the separate lien for unpaid amounts is not recorded.

**Procedure:**

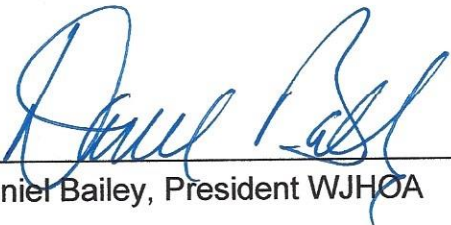
- a. Statement of Account is mailed or emailed to Owners at the end of December, March, June, and September. Statement will specify that payment is due January 1, April 1, July 1, or October 1, and late if not received by the last day of January, April, July, or October, respectively. The Statement will also identify that any payments not received by the last day of the specified month will be considered one (1) month past due and will incur a late charge and interest from the due date.
- b. On or after February 15, May 15, August 15, or November 15, respectively, a late fee of \$30.00 and one (1) month's interest will be assessed to all Accounts for which balances of Account have not been received. Owner will be emailed a Past Due Notice, which shall state the amount past due, the amount of late fee and interest, and request immediate payment.
- c. On or after the first day of each subsequent month, one month's interest will be assessed to all Accounts for which balances due have not been received. No additional notice will be sent to the Owner. If the Board elects to suspend trash collection/recycling service for the property involved and/or voting rights for the Owner, the board will send notice to the Owner that collection services and/or voting rights will be suspended.
- d. On or after May 20, August 20, November 20, or February 20, respectively, for all Accounts for which full payment of Account has not been received, the Owner may be sent an Intent to File Lien Notice and a copy of the pending lien. Owner will be provided with a deadline of seven (7) calendar days in which to make full payment. On or after expiration of the seven (7)-day deadline, if the Board opts to record a lien, Accounts for which balances due have not been received will be assessed \$35.00 administrative fee and lien filing fees as determined by the EI

Paso County Clerk and Recorder. If a lien is filed, the Owner will be sent a Notification of Lien Notice with a copy of the lien submitted for recording, and a copy of the recorded lien will also be provided to the Owner after it is received by the Association.

- e. If the Account remains unpaid over six (6) months, the Association may engage an attorney to collect the debt. The attorney may be authorized to file a suit for money judgment, intercept rent payments, foreclose the lien, or other actions. Before foreclosing a lien, the Board shall decide on this action for each Account/Lot individually, with recorded vote reflected in the minutes.
- f. If a separate lien was recorded, the lien will be removed upon complete payment of all amounts due. The Owner will be provided with a copy of the Notice of Removal of Lien. A copy of the recorded Notice of Removal of Lien will also be provided to the Owner after it is received by the Association. If appropriate, the trash service provider will be notified to restore collection and recycling services.
- g. Notwithstanding the above, if at any point the Association learns that the Owner with a delinquent Account has filed for bankruptcy protection, the Board shall immediately turn the debt over to an attorney for collection

IN WITNESS WHEREOF, the undersigned certifies that this Policy and Procedures was adopted by resolution of the Board of Directors of the Association on this 30th day of September 2021.

Windjammer Homeowners Association is a Colorado Non-profit Corporation.

  
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Daniel Bailey, President WJHOA