

**INDIAN CREEK RANCH IMPROVEMENT ASSOCIATION
A COLORADO NONPROFIT CORPORATION
ANNUAL ASSESSMENT COLLECTION POLICY**

SUBJECT: The Indian Creek Ranch Improvement Association Annual Assessment Collection Policy.

PURPOSE: To adopt procedures to be followed regarding the Annual Assessment Collection Policy.

AUTHORITY: The Covenants, Conditions and Restrictions for Indian Creek Ranch Subdivision ("Declaration"), Articles of Incorporation and Bylaws of the Association and Colorado law.

EFFECTIVE DATE: November 29, 2017

RESOLUTION: The Indian Creek Ranch Improvement Association, a Colorado non-profit corporation ("Association") hereby adopts the following Annual Assessment Collection Policy by the Board of Directors of the Indian Creek Ranch Improvement Association ("Board") at a regular meeting of the Board of Directors:

ANNUAL ASSESSMENT COLLECTION POLICY

Invoicing and Due Date

The annual assessment shall be invoiced to each Owner no earlier than June 1st, but no later than July 1st of the year in which the assessment is due. Regardless of when invoiced, the annual assessment shall be due by July 31st of each year. Annual Assessments not postmarked by July 31st of the assessment year shall be considered past due and delinquent.

Delinquent Letter

The Association will send a reminder letter to all delinquent owner(s) after the Annual Assessment is due and assess a \$40.00 late fee, on the assessment only, to the delinquent Owner(s)' account. The Association will send this reminder letter at no charge. The letter shall state (1) the amount past due, including an accounting of how this amount was determined, (2) any late fees and interest that have accrued and that will continue to accrue, (3) the name and contact information for the person the Owner should contact to obtain information and a copy of the Owner's ledger, and (4) that failure to take action and cure the delinquency within 30 days may result in the account being turned over to the Association's attorney for collection, 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 notice shall also state that within 30 days the Owner may contact the Association, preferably the Association's Treasurer, to enter into a payment plan for the past due assessments.

30-Day Demand Letter

The Association will send a demand letter requesting the balance be paid in full within 10 days or the account will be turned over to the Association's attorney, or any other alternative means of collection, as determined by a simple majority vote of the Board of Directors for possible legal action. The Association will assess an additional late fee of \$40, on the assessment only, to the delinquent Owner(s)' account and charge the delinquent Owner(s) a \$10.00 collection fee for this notice, and such fee shall become the property of the Association when it is collected.

No Response to Demand Letter

If the Owner has failed to respond to the demand letter and has not requested a payment plan, or has requested a payment plan and defaulted, the Association shall turn over all delinquent account(s) to the Association's attorney. Possible actions might include 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.

At a regularly scheduled Board meeting, the Board of Directors will review all owner(s)' accounts who have failed to pay their annual assessment.

Payment Plan

If an Owner contacts the Association within 30 days after the Annual Assessment is due, he/she is entitled to enter into a payment plan for the past due assessments and other charges. The payment plan must allow the Owner to pay off the delinquent assessments and other charges in no less than 6 equal monthly installments. The Association may charge a reasonable fee to administer the payment plan. While under the process of a payment plan for past due assessments, the Owner must also pay current assessment obligations.

The Association may take additional action against an Owner if the Owner fails to comply with the terms of the payment plan. An Owner's failure to remit a payment as agreed, remain current with the regular assessments during the payment plan, or comply with other agreed upon terms, may constitute a failure to comply with the terms of the payment plan. Notwithstanding the above, the Association may not be obligated to enter into a payment plan with an Owner who has previously entered into a payment plan with the Association. The Association may also not be obligated to enter into a payment plan with an Owner who does not occupy the property and/or has acquired the property through a foreclosure.

Returned Check Charges

A twenty dollar (\$20.00) fee may 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 may be entitled to all additional remedies, such as collecting treble damages and attorney fees in the event the issuer fails to honor the instrument. If two (2) or more of an Owner's checks are returned unpaid by the bank within any twelve (12) 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.

Miscellaneous

Payments received for delinquent accounts shall be applied in the following order:

1. Attorney Fees (including Lien Fees)
2. Collection Fees
3. Late Fees
4. Interest
5. Non-Sufficient Fund Fees
6. Other Fees
7. Assessments (oldest current)

The Association has the option and right to evaluate each delinquency on a case-by-case basis and take action on each case based on the Board's good faith business judgment. All payment plans and settlement agreements must be approved by the Board and are at the discretion of the Board. Any relief granted an Owner shall be appropriately documented in the files of the Association, with the name of the person or persons representing the Association granting the relief and the conditions of the relief.

None of the language contained in the foregoing may in any way limit or restrict the Association's ability and right to otherwise advance any Owner through the Association's collection process and/or to send any Owner to the Association's attorney, or use all remedies available by law.

Upon receipt of any request for a payment plan or waiver of fees by any Owner, the Association may refrain from advancing such Owner any further through the collection process until such time as the Board has rendered a decision on such request and/or the Association is otherwise directed by the Board to proceed with collections.

The Association may choose to instruct its attorney to foreclose on its lien or seek the appointment of a receiver in lieu of or in addition to suing an Owner for a money judgment. Notwithstanding the above, no foreclosure action may be initiated unless the amount due has been delinquent for at least 6 months and the Board has formally resolved to authorize the action. Should the collection of any past due annual assessments result in foreclosure proceedings, the Association retains the right and power to bid at the foreclosure sale to acquire, hold, lease, mortgage and convey any lot or lots so acquired.

In the event a Court of competent jurisdiction finds a provision of this collection policy void or otherwise unenforceable, the other provisions shall remain in full effect.

Amendment

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

Definitions

Unless otherwise defined in this Policy, capitalized terms defined in the Declaration shall have the same meaning herein.

PRESIDENT'S CERTIFICATION

The undersigned, being President of the Indian Creek Ranch Improvement Association, a Colorado non-profit corporation, certifies that the foregoing Annual Assessment Collection Policy was adopted by the Board of Directors of the Association at a duly called and held meeting of the Board of Directors on November 29, 2017 and in witness thereof the undersigned has subscribed his/her name.

INDIAN CREEK RANCH IMPROVEMENT ASSOCIATION

A Colorado non-profit corporation

By: Betty Purkey-Huck
Betty Purkey-Huck, President