

**MESA VIEW ESTATES  
COLLECTION POLICY AND PROCEDURE**

Adopted: March 19, 2019

The following policy and procedure has been adopted by the Mesa View Estates ("Association") pursuant to Colorado law, for collection of unpaid assessments. This policy and procedure supersedes and replaces any prior resolution or policy regarding collection of unpaid assessments.

1. Due Date. The annual assessment as determined by the Board and as allowed for in the Declaration and under Colorado law shall be due and payable in annual installments due on the first day of each year. Assessments or other charges not paid to the Association by the first day of March each year shall be considered past due and delinquent.

2. Late Charge and Interest Imposed. If an annual assessment is not paid by the first day of March each year, the Board may assess \$30.00 per month late charge and interest at 4% per annum may also be assessed on the outstanding or past due balance then due the Association.

3. Returned Check Charges. In addition to any and all charges imposed under the Declaration, Colorado law, or this policy, a twenty dollar (\$20.00) fee or lesser amount deemed appropriate by the Board 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, Such returned check charge shall be due and payable immediately, upon demand. Notwithstanding this provision, the Association shall be entitled to all additional remedies as may be provided by applicable law. Returned check charges shall be the obligation of the Owner of the Lot for which payment was tendered to the Association. Returned check charges shall become effective on any instrument tendered to the Association for payment of sums due under the Declaration, Colorado law, Rules and Regulations or this policy. 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 payments coming due within the next year be made by certified check or money order.

4. Delinquency Notification. After an assessment, or other charge due the Association, becomes delinquent, the Association, through its managing agent, shall send a notice to the Owner who is delinquent in payment specifying:

- a. The total amount due, with an accounting of how the total was determined;
- b. Whether the Owner is eligible to enter into a Payment Plan as provided in Section 5 below, the minimum terms of such Payment Plan, and instructions for who to contact to enter into a Payment Plan;

- c. The name and contact information to request a copy of the Owner's ledger to verify the amount due; and
- d. Including the following statement: "ACTION IS REQUIRED TO CURE THIS DELINQUENCY AND FAILURE TO DO SO WITHIN THIRTY (30) DAYS MAY RESULT IN YOUR DELINQUENT ACCOUNT BEING REFERRED TO THE ASSOCIATION'S ATTORNEY, A LAWSUIT BEING FILED AGAINST YOU, THE RECORDING AND FORECLOSURE OF A LIEN AGAINST THE LOT, OR OTHER REMEDIES AVAILABLE UNDER COLORADO LAW."

5. Payment Plans. Prior to referring a delinquent account to the Association's attorney, the Association must make and document a good faith effort to coordinate with the Owner of the Lot to set up a Payment Plan, which may be performed through its managing agent, unless the Owner has previously entered into a Payment Plan for this delinquency.

- a. The Payment Plan negotiated under this provision must allow the Owner to pay the delinquent amount in equal installments over at least six (6) months while remaining current with the annual assessments during that six (6) month period.
- b. Failure to make payment of an installment on the delinquent amount or to remain current with regular assessments as they come due during the six (6) month Payment Plan, constitutes a breach of the Payment Plan and the Association may proceed to refer the account to its attorney for collection action.
- c. No effort to negotiate a Payment Plan is required prior to referral of a delinquent account to the Association's attorney for any Lot which is not occupied by the Owner and was acquired as a result of default of a security interest encumbering the property, such as Public Trustee foreclosure or deed in lieu of foreclosure, or foreclosure of the Association's lien.

6. Attorney Fees on Delinquent Accounts. As an additional expense permitted under the Declaration and Colorado law, 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. The reasonable attorney fees incurred by the Association shall be due and payable immediately when incurred, upon demand, and shall be charged as an assessment against the Owner's account.

7. Application for Payments made to the Association. All payments received on the account of any Owner shall be applied in the following order: 1) any and all attorney fees, legal fees and costs incurred for collection of assessments or for Owner's failure to comply with provisions of the Association's Declaration, Bylaws, Articles of Incorporation, or Rules and Regulations, including Hen fees, and any collection fees charged by the Association's managing agent; 2) fines, late charges and interest; 3) returned check charges, and other costs owing or incurred with respect to such Owner pursuant to the Declaration, Colorado law, Rules and Regulations, or this policy; and 4) assessments due or to become due with respect to each Owner.

8. Appointment of a Receiver. 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.

9. Judicial Foreclosure. The Board may choose to foreclose on the Association's lien in lieu of or in addition to suing an Owner in county court for a money judgment. The purpose of foreclosing is to obtain payment of all assessments owing in situations where either a money judgment lawsuit has been or is likely to be unsuccessful in obtaining payment, or other circumstances favor such action.

- a. The Association may only foreclose if the balance owed and secured by its lien equals or exceeds six (6) months' of regular assessments under the Association's budget; and
- b. The Board has authorized the filing of foreclosure against the specific Lot by a recorded vote taken by any means allowed under its Bylaws and/or Colorado law.

10. Writs of Garnishment. At any time after obtaining a money judgment against an Owner, the Association, through its attorneys, may file Writs of Garnishment with the appropriate court to attach wages or assets for the benefit of the Association in payment against its judgment.

11. Waivers. The Association may modify these procedures as the Association determines appropriate under the particular circumstances. Any accommodation may be documented in the Association's files. Failure to require strict compliance with this policy is not deemed a waiver of the Association's right to require strict compliance and 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 policy.

#### PRESIDENT'S

CERTIFICATION: The undersigned, being the President of the Mesa View Estates, a Colorado nonprofit corporation, certifies that the foregoing policy and procedure was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors on the date stated above, and in witness thereof, the undersigned has subscribed his/her name.

**MESA VIEW ESTATES,**  
a Colorado nonprofit corporation

By:  \_\_\_\_\_  
Its: President

**Resolution Of The Board of Directors  
Confirming the Establishment  
Of The Roofing Materials Committee For The  
Mesa View Estates Master Association, Inc**

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**ESTABLISHMENT AND TERMINATION:** The Roofing Materials Committee (“Committee”) was established by and at the direction of the Board of Directors. The Committee is an ad hoc committee of the Association so long as the Board of Directors determines.

**PURPOSE OF THE COMMITTEE:** Roofing Materials committee is an ad hoc committee charged with making recommendations to the Mesa View Estates HOA Board (the "Board") regarding roofing materials to be included on the approved roofing materials list. This committee will be chaired by Keith Sutton. This Chairman is directed by the Board to do the following:

1) Assist the Board in recruiting additional members to the committee with the following general areas of expertise to the greatest extent possible, satisfactory to both the Chairman and to the Board:

- Construction
- Appraisal
- Real Estate
- Insurance
- ARC representative

2) Review existing guidelines developed by ARC and rationale for existing guidelines

3) Seek input from the disciplined experts noted above to make recommendations regarding the following questions:

- Given that many roofs did not survive the two major hailstorms, are there newer materials that would better withstand those types of storms that would make sense economically given current values of homes in the subdivision. Further, do insurers provide any discounts to homeowners who replace their roofs with any such materials.

- A number of homeowners in the past have proposed roofing materials that have similar impact resistance to what we have currently specified but have not met the thickness requirement that is currently specified. These submissions can be made available for review by the committee. The current rationale is that the thicker materials are required to maintain the visual appeal and thinner materials would negatively affect the values of homes in the neighborhood. In some cases, these materials are significantly (>\$7,000) cheaper. Should any of these materials be added to our approved materials list?

- Recommend to the Board any other changes the committee feels should be made to the current guidelines deemed appropriate by the Chairman.

4) It is anticipated that this committee would present its findings to the Board in its July meeting or another meeting during 2019 as mutually agreed by the Chairman and President of the Board

**VOTING OF COMMITTEE MEMBERS:** Each Committee Member has 1 vote. Committee Members may vote in person or by email on all items placed before the Committee.

**NOTICE AND LOCATION OF MEETINGS AND OPEN MEETINGS OF THE COMMITTEE:** Written notice of each meeting of the Committee shall be posted to the Mesa View Estates Master Association, Inc. website by, or at the direction of, the Manager of the Association, the Secretary of the Association, or the Committee Chair. The notice shall specify the place, day, and hour of the meeting. All meetings of the Committee shall be held in the buildings of the Community or at such other location within, or convenient to, the Community, as may be fixed by the Committee. Meetings may also be held by conference call or electronic means, if necessary.

**OPEN MEETINGS OF THE COMMITTEE:** All meetings of the Committee shall be open to attendance by Members of the Association or their designated representatives, as provided by applicable Colorado law.

**APPOINTMENT AND QUALIFICATIONS OF COMMITTEE MEMBERS:** Members of the Committee shall be appointed by a majority of the Board of Directors and must be in good standing with the Association. Members of the Committee must also be Owners in the Mesa View Estates Master Association, Inc. and must meet the qualifications set forth in the Bylaws Section 5.2 to serve on a committee.

**COMMITTEE STRUCTURE:** The Committee shall have the following structure:

- Chairperson. A Chairperson shall be appointed by the Board of Directors. The chairperson shall preside and facilitate each committee meeting. The Chairperson may delegate his/her duties as needed.
- Terms of Office. The terms of office of any Committee chairperson or member shall be for 1 year.
- Size. The Committee will consist of such number of members as appointed by the Board of Directors.
- Revenues and Expenses. The Committee does not have income or revenues of its own and is without authority to incur expenses on behalf of the Association, except, cooperatively and by delegation or approval of the Board of Directors or the President.
- Minutes. Minutes of meetings of the Committee are not required to be kept however, the Board of Directors asks that an informally written summary of topics and actions taken be sent to the Treasurer for each committee meeting. If the Committee is meeting jointly with the Board of Directors, the Association's managing agent, if present, or, a designated recording secretary is to keep minutes.

**DUTY OF CARE:** Each Member of the Committee shall discharge the Member's duties as a Committee Member as follows:

- a. In good faith
- b. With the care an ordinary prudent person in a like position would exercise under similar circumstances; and
- c. In a manner the Member reasonably believes to be in the best interests of the Association

**DUTY OF LOYALTY:** Each Member of the Committee has the following duties of loyalty:

- a. To avoid conflicts of interest
- b. To avoid use of their position or information about the Association or Community to gain personal advantage

**RESIGNATION:** Any Committee Member may resign at any time by giving written notice to the President, to the Secretary or to the Board of Directors stating the effective date of the resignation. Acceptance of a resignation shall not be necessary to make the resignation effective.

**REMOVAL OF COMMITTEE MEMBERS:** Committee Members may be removed by the Board of Directors.

**VACANCIES:** Vacancies on the Committee (caused by transfer of ownership of a Unit or by resignation) may be filled by appointment by the Board. Each person so appointed shall be a Committee Member who shall serve for the remainder of the unexpired term.

**COMPENSATION:** No Committee Member shall receive compensation for any service they may render as a Committee Member to the Association. However, any Committee Member may be reimbursed for actual reasonable expenses incurred in the performance of Association duties.

**OBLIGATION TO INDEMNIFY:** The Association shall indemnify each member of the Committee, whether currently serving or having previously served, to the same extent as Board Members and Officers of the Association are indemnified.

**AMENDMENT OF THIS CHARTER:** This Charter may be amended by the affirmative vote of a majority of the Board of Directors.

**INITIAL APPOINTED COMMITTEE MEMBERS:** The following are the Committee Members, appointed by the Board of the Association:

- |                     |    |    |
|---------------------|----|----|
| 1. Keith Sutton     | 3. | 5. |
| 2. Heather Kirchoff | 4. |    |

*The undersigned certifies that this resolution was adopted on March 19, 2019.*

*By the Board of Directors*

**By:**  \_\_\_\_\_

**Name:** Kevin Andrew

**Title:** President