

**AMENDED AND RESTATED VIOLATIONS
AND COLLECTIONS POLICIES AND PROCEDURES
OF SINGLETREE PROPERTY OWNERS ASSOCIATION**

EFFECTIVE JULY 15, 2023

Singletree Property Owners Association (the "Association") adopted certain Collection Policies and Procedures in July 2015, and Policy and Procedure for Enforcement of the Amended and Restated Declaration, Bylaws, Rules and Regulations and Schedule of Fines in December 2008, as amended in December 2016, and updated March 23, 2017 (the "Existing Policies"). The following Amended and Restated Violations and Collections Policies and Procedures is adopted to amend and restate the Existing Policies in their entirety.

Covenant and Rule Enforcement Policies and Procedures

Undefined Terms. Any terms in this Amended Policy that are not defined herein shall take their meanings from the Association's Declaration, Bylaws, and any Rules and Regulations thereto (collectively "Declaration").

Reporting Violations to the Association. Complaints regarding alleged violations may be reported by an Owner or resident within the Property, a group of Owners or residents, the Association's Managing Agent, or Board member(s) ("Complainant"), by submission of a written complaint.

Complaints of Violations Submitted to the Association. Complaints by Owners or residents shall be in writing and submitted to the Board of Directors ("Board") or Managing Agent. The Complainant must have observed the alleged violation and shall identify the alleged violating Owner, if known, and set forth a statement describing the alleged violation, referencing the provisions which are alleged to have been violated, when the violation was observed and any other pertinent information. Non-written complaints, or written complaints failing to include any information required by this provision, may not be investigated or prosecuted at the discretion of the Association, or Managing Agent.

Investigation of Complaints Made to the Association. Upon receipt of a complaint by the Association, if additional information is needed, the complaint may be returned to the Complainant or may be investigated further by a Board designated individual or Managing Agent. The Board shall have sole discretion in appointing an individual,

committee or Managing Agent, to investigate the matter.

Initial Warning Letter from the Association. If a violation is found to exist, the Association may send a warning letter to the Owner explaining the nature of the violation, the timing of fines, and what is required to cure the violation. The Owner has thirty (30) days to come into compliance upon receipt of the notice. If, in its sole discretion, the Board of Directors determines a particular violation threatens the public safety or health, the Association may send the Owner a warning letter with a seventy-two (72) hour cure period instead of thirty (30) days.

Continued Violation After Initial Warning Letter from the Association. If the Owner does not notify the Association that the Owner has come into compliance within thirty (30) days of receiving the first warning letter, then the Association shall inspect the Lot for the violation within seven (7) days of the expiration of the first thirty (30) day cure period. If the Association finds that the violation is not cured, this will be a second violation, following the Association's inspection to determine if the violation continues to exist. If the Association confirms the continued violation, the Association shall send a second letter to the Owner, providing notice and explaining if the violation continues to exist, continued fines may be imposed pursuant to this policy, and that the Association may take legal action against the Owner if the violation is not cured after a second consecutive thirty (30) day period.

Continued Violation After Second Letter from the Association. If after the second, consecutive thirty (30) day cure period, the Owner does not come into compliance, this will be a third violation for which the Association may fine the Owner pursuant to the fine schedule below. The Association shall send a third letter to the Owner, providing notice and explaining that the Association may take legal action against the Owner for the outstanding violation and any delinquencies.

Hearings Before the Association. The Owner may request an impartial hearing after receiving any notice of violation from the Association until ten (10) days after receiving the notice. At the beginning of each hearing, the presiding officer, may introduce the case by describing the alleged violation and the procedure to be followed during the hearing. The presiding officer may impose such other rules of conduct as may be appropriate under the given circumstances. Neither the Complainant nor the alleged violating Owner is required to be in attendance at the hearing. The Board may base its decision solely on the matters set forth in the Complaint, results of the investigation and such other credible evidence as may be presented at the hearing. All hearings may be held in executive session. After all testimony and other evidence has been presented at a hearing, the Board shall, within thirty (30) days, or such longer

period as the Board may set, render its written findings and decision, and impose a fine, if applicable. A decision, either a finding for or against the Owner shall only be made by an individual or committee selected by the Board to act for the Board, that do not have any direct personal or financial interest in the outcome. A decision maker shall not be deemed to have a direct personal or financial interest in the outcome if the decision maker will not, as a result of the outcome, receive any greater benefit or detriment than will the general membership of the Association. Failure to strictly follow the hearing procedures set forth above shall not be grounds for appeal of the hearing committee's decision, absent a showing of denial of due process.

Notice of Hearing Before the Association. If a hearing is requested by the alleged violating Owner or is instituted by the Association, then the Board, committee, or other person conducting such hearing as may be determined in the sole discretion of the Board, shall serve a written notice of the hearing to all parties involved prior to the hearing date.

Failure to Timely Request Hearing Before the Association. If the Owner fails to request a hearing within ten (10) days of receiving a notice letter, or if the Owner fails to appear at the hearing, the Board may fine and make other decisions with respect to the alleged violation based on the Complaint, results of the investigation, and any other available information without the necessity of holding a formal hearing. If a violation is found to exist, the Owner may be assessed a fine pursuant to these policies and procedures.

Notification of Decision of the Association. The Board, committee, or other decision maker shall provide the written findings within thirty (30) days after the decision to the Owner and may provide the same to the Complainant or any other party that was included in the hearing.

Fine Schedule of the Association. The following fine schedule has been adopted for all recurring covenant violations:

- First violation - courtesy letter
- Second violation (of same covenant or rule)- \$100.00 fine, and an additional \$100.00 fine every other day thereafter until the Owner cures the violation, to a maximum of \$500.00
- Third violation (of same covenant or rule)-violation may be turned over to the Association's attorney to take appropriate legal action

Additionally, any fine imposed will be subject to an eight percent (8%) interest per annum or the highest interest rate then-permitted under the Colorado Common Interest Ownership Act as amended from time to time ("CCIOA").

Notice. The Association shall send notice to the alleged violating Owner by sending a copy of the notice via (1) certified mail, return receipt requested (2) posting a physical copy of the notice at the Owner's Lot, or Unit and (3) sending a notice by email, text, or first-class mail to the Owner. If the Owner cures a violation within the period to cure afforded the Owner, the Owner may notify the Association of the cure and, if the Owner sends visual evidence with the notice, the violation is deemed cured on the date that the Owner sends the notice. If the Owner's notice does not include visual evidence that the violation has been cured, the Association shall inspect the Lot as soon as practicable to determine if the violation has been cured.

Once the Owner cures the violation and notifies the Association, the Association shall notify the Owner (i) that the Owner will not be further fined with regard to that violation, and (ii) of any outstanding fine balance that the Owner still owes the Association.

Language of Choice and Representation. An Owner may select a language in which to receive all notices from the Association in addition to English. An Owner who wishes to receive notice in a language other than English shall notify the Association in writing, certified mail, return receipt requested, in care of the Association's Managing Agent. If the Owner so selects, then the Association shall give all notices to the Owner in both the selected language and in English. An Owner may identify another person to serve as designated contact by notice to the Association given in the same manner.

Collection Policies and Procedures

Due Date. Starting with Annual Assessment for the year 2023, annual assessments shall be due and payable, in full, on the first day of the second month following final approval of the budget.

Grace Periods/Past Due Dates. Assessments or other charges not paid in full to the Association within five (5) days of the due date shall be considered past due and delinquent. The Association may notify any Owners of assessments or other charges not paid in full to the Association within five (5) days of the due date, and that such delinquencies shall incur late fees and interest as provided below.

Late Charges and Interest on Delinquent Installments. The Association may impose the following charges for any delinquent Owner that does not cure their delinquency within thirty (30) days of receiving notice:

- Late charge of \$50.00.
- Interest of eight percent (8%) per annum or the highest interest rate then- permitted under the Colorado Common Interest Ownership Act as amended from time to time ("CCIOA"), on the outstanding assessment or late charge.

Returned Check Charge. The Association is entitled to assess a returned-check charge in the amount of \$75.00.

Notice of Delinquency. If an Owner is delinquent on any assessment, fine, or fee, the Association shall send the Owner a notice of delinquency by sending a copy of the notice via (1) certified mail, return receipt requested (2) posting a physical copy of the notice at the Owner's Lot, and (3) sending a notice by email, text, or first-class mail to the Owner specifying:

- a. The total amount due, with an accounting of how the total was determined, specifically whether the delinquency concerns unpaid assessments, unpaid fines fees or charges, and, if the notice delinquency concerns unpaid assessments, the notice of delinquency must notify the owner that unpaid assessments may lead to foreclosure.
- b. That the Owner may have the opportunity to enter into a payment plan as hereinafter provided by contacting the Association at the address contained in the notice within thirty (30) days after receipt of the notice and making written request to do so.
- c. 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.
- d. That action is required to cure the delinquency and that failure to do so within thirty (30) days, may result in a lawsuit being filed against the Owner, the filing and foreclosure of a lien against the Owner's property, and other remedies available under Colorado law, including that the

Association or Owner may take matters that do not exceed seven thousand five hundred dollars to small claims court and injunctive matters for which the Association seeks an order requiring the Owner to comply with the Association's governing documents.

- e. The late charges and interest policy of the Association.
- f. A description of any actions required to cure ongoing violations or delinquencies
- g. Any steps the Association must still take before instituting legal proceedings, and a description of the Association's cure process.

Additionally, the Association shall send notices by first class mail and by email if such is known to the Owner who has any outstanding balance owed, an itemized list of all assessments, fines, fees and charges that the Lot Owner owes to the Association every month thereafter. The Association shall maintain a record of any contacts, including any information regarding the type of communication used to contact the Owner and the date and time that the contact was made.

Referral and Requirements for Collection/Foreclosure. The Association may only foreclose on its lien if: (I) The owner has not entered into a payment plan; (II) the debt securing the lien is not based solely on fines and collection costs; and (III) The Board has formally resolved, by a recorded vote, to authorize the filing of a legal action against the specific Lot or Unit on an individual basis. The Board may not delegate its duty to act under the foregoing to any attorney, insurer, manager, or other person. Except as otherwise provided above, the Association may refer a delinquent account (with two consecutive thirty (30) day periods or more past due) for collection or foreclosure at any time.

Personal Obligation for Late Charges and Attorney Fees on Delinquent Accounts. Owner(s) of the Lot for which such fee, fine, assessment, or installment is delinquent shall pay all late charges, legal fees, and costs expended for collections, to the extent permitted under the Declaration and state law.

Other Enforcement Means of the Association. The fine schedule, delinquency policy, and enforcement process is adopted in addition to all other enforcement means which are available to the Association through its Declaration, Bylaws, Articles of

Incorporation, other governing documents, and Colorado law. The use of these processes does not preclude the Association from using any other enforcement means, inter alia:

Available Legal Remedies. The Association may choose to file a lien for delinquent assessments or pursue legal action in small claims court to enforce provisions of the governing documents and foreclose on its lien in lieu of, or in addition to, suing an Owner for a money judgment. The Association may also seek the appointment of a receiver, if an Owner becomes delinquent in the payment of assessments pursuant to the Declaration and Colorado law.

Attorney's Fees and Costs. If the Association incurs any litigation or attorney's fees or costs related to collections of assessments, fines, and late charges from an Owner, and the Association has complied with the notice requirements, then such Owner shall pay those fees and costs. Additionally, if the Association and an Owner are parties to litigation surrounding violations of the Association's governing documents, the losing party shall pay the litigation and attorney's fees and costs of the winning party.

Voting Suspension. The Association may suspend voting rights for Association matters of any Owner who has had a delinquency for any fines, late charges, or assessments until that Owner is no longer in delinquency. This is in addition to rights set forth in the Declaration.

Crediting Partial Payment / Method for Applying Payments. An account with past due sums remains delinquent until paid in full. No partial payments will waive the Association's right to pursue full payment and/or to enforce the provisions of this policy. The Association will apply partial payments to the outstanding balance in the following order:

- a. Regular assessments, with payment being applied to the oldest balance first
- b. Fines, late charges, and interest
- c. Court costs, attorney's fees, and other costs of collection

Waivers. The Association is authorized to extend the time for the filing of lawsuits and notices of liens, or to otherwise modify the procedures contained in this policy, as the Association shall determine appropriate under the circumstances.

Communication with Owners/Subsequent to Referral. All communication with a delinquent Owner after an account has been referred for collection may be handled

through the Association's attorney once a matter has been referred to the attorney or collection agent.

Payment Plans. Except as otherwise provided below, the Association shall make a good-faith effort to coordinate with the delinquent Owner to set up a payment plan that permits the Owner to pay off the delinquency in installments over a period of at least eighteen (18) months, or at the owner's choice to choose the amount to be paid each month so long as each payment must be in an amount of at least \$25.00 until the balance of the amount owed is less than \$25.00. Notwithstanding anything to the contrary contained herein, (I) the foregoing does not apply if the Owner does not occupy the Lot and has acquired the Lot as a result of: (a) a default of a security interest encumbering the Lot; or (b) foreclosure of the Association's lien; and (II) The Association is not obligated to negotiate a payment plan with an Owner who has previously entered into a payment plan under this section.

Nothing herein prohibits the Association from pursuing legal action against an owner if the Owner fails to comply with the terms of his or her payment plan. An Owner's failure to remit payment of an agreed-upon installment more than fifteen (15) days after it is due, constitutes a failure to comply with the terms of his or her payment plan. After three such failures, the Association may cancel the payment plan and accelerate the delinquency in its entirety, and take legal action against the Owner.

Failure to Comply. Failure of the Association to comply with any provision in this policy shall 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.