

# ASSESSMENT BILLING & COLLECTION POLICY FOR

Mountain Meadows Property Owners Association, Inc.

*{Official Name of Association}*

*At a duly called, noticed and held meeting of the Board of Directors ("Board") of the Mountain Meadows Property Owners Association, Inc. (the "Association"), the Board approved and adopted the following as the Assessment Billing & Collection Policy of the Association, pursuant to the provisions of the governing documents of the Association. This Policy shall be effective as of the approval/ratification date stated below, and shall be applied against any and all amounts outstanding as of said date.*

## **I. BILLING PROCEDURES**

**Invoicing:** The Association shall invoice each owner for the annual assessments and other amounts due and owing the Association not less than thirty (30) days prior to the date such assessments or other charges are due and owing. Invoices shall be mailed to the address reflected on the books of the Association, or such other address as may be directed by an owner in writing from time to time. The failure to receive an invoice shall in no way relieve an owner of their obligation to pay their respective assessments.

**Due Date:** Payments shall be due on the date set forth on the invoice, as such is provided in the Governing Documents or otherwise determined by the Board of Directors. As of the date of the Policy, the annual assessments are due and owing on or before January 1.

**Payments:** Payments may be made by personal check, money order, bank draft, credit card or electronic funds transfer. Payments made by mail shall be sent to the address indicated on the respective invoice.

**Prepayments:** If the Association permits Automated Clearing House (ACH) debit prepayment, owners may have funds electronically transferred from their account on a monthly basis in anticipation of future assessments, provided however that each owner shall remain obligated to promptly satisfy any shortfall between the amount previously transferred and the actual amount due and owing. Any funds received by the Association in excess of the amount due shall be reflected as a credit balance on the respective owner's account and shown as a liability on the books of the Association until such payment is due the Association.

**Application of Funds:** Any amounts received by the Association shall be applied first towards the principle amount due. The balance of any payment shall then be applied against any outstanding interest, late fees and other penalties.

**Delinquency:** Payments not received by the date due, shall be considered delinquent as of close of business on such due date, and the Association may thereafter seek such remedies as provided in this Policy or as otherwise available at law. All delinquent accounts remain delinquent until paid in full. No partial payments will waive the Association's right to pursue full payment or to enforce the provisions of this Policy. All remedies provided in this Policy shall be cumulative and without prejudice to any other rights or remedies provided herein, and the exercise of one or more remedies shall not be deemed to exclude or constitute a waiver of any other or additional remedy. Further, no waiver by the Association of any remedy contained in this Policy shall be deemed to be or construed as a further or continuing waiver of the same.

*Suspension of Voting Rights:* In the event that payment is not received within thirty (30) days prior to the annual meeting days after the due date, the delinquent owner may not, subject to applicable law, be permitted to vote at any annual meeting or other matter that may come before the Association until such delinquency is satisfied in full.

## **II. FEES & INTEREST**

*Late Fees:* Payments received after due date shall be assessed a late fee of not more than \$25.00. Such late fee shall be due and payable to the Association.

*Interest:* Payments received after due date shall be assessed interest at a rate not to exceed 20% per annum, which interest shall accrue on the principal amount from the date payment was due until payment is received. Such late fee shall be due and payable to the Association.

*Returned Check Fee:* Any checks returned as unpaid shall be charged a returned check fee in the amount of \$25.00, plus any additional costs as may be imposed upon the Association by its financial institution in connection with such returned check.

*Reinstatement Fee:* In addition to the amounts due hereunder, the Association's managing agent may assess an additional reinstatement fee, not to exceed \$ 0.00 which amount shall be due and payable to the managing agent.

*Additional Costs:* Delinquent payments may also result in additional costs and fees, as provided elsewhere in this Policy.

## **III. LOCK OUT & RENTAL**

*Late Notice:* In the event that payment is not received within thirty (30) days after the date due, the Association shall send a Notice of Delinquency and Intent to Rent to the delinquent owner. Such notice shall be sent by regular U.S. Mail to the delinquent owner at their last known address and shall indicate: (i) the amount due, (ii) the accrued interest and late charges, and (iii) the per diem amount of any future accruals. The Notice shall also indicate that if payment is not received within thirty (30) days from the date of the Notice, the delinquent owner's rights to use the unit/interval will be suspended and the Association may rent the delinquent unit/interval in accordance with this Policy. The Association, or its agent, shall also notify any affiliated exchange company as to the delinquency.

*Lock-Out:* In the event that payment is not received within sixty (60) days after the due date, neither the delinquent owner (nor any guest, lessee, or other party claiming use rights) shall be permitted to use their unit/interval (or the amenities or other facilities at the resort) or to make a reservation, and any confirmed reservation may be cancelled unless evidence of full payment is promptly received. In the event that full payment is received more than sixty (60) days after the due date, the Association shall use commercially reasonable efforts to reinstate the owner's use rights, provided however such rights shall be contingent upon whether or not a delinquency rental for the unit/interval has already been secured. Notwithstanding the foregoing, the Association shall have no liability for any inability of the delinquent owner to use their unit/interval if payment is received more than sixty (60) days from the due date, irrespective of the occupancy date.

*Rental:* In the event that payment is not received within sixty (60) days after the due date, the Association may rent the delinquent unit/interval without any further notice, provided however

that the occupancy date of such unit/interval is at least thirty (30) days from the date of the Notice. Any funds received by the Association for such delinquency rental shall be applied (net of any rental commissions, cleaning charges, travel agent commissions and other commercially reasonable charges incurred in connection with securing such rental) to the Association's operating funds, with a credit against the delinquent owner's account, to the extent identifiable. In the event that the amount credited to the owner's account exceeds the amount of the delinquency, such surplus shall be applied as a prepayment.

*Rental Agent:* To assist in the rental of delinquent units/intervals, the Association has approved and authorized the execution of the Delinquency Rental Agreement with Extra Holidays, LLC, an affiliate of the managing agent for the Association. All delinquency rentals effectuated under this Policy shall be conducted in accordance with the terms and conditions of such Agreement. The Agreement does not require the Association or the rental agent to secure any particular rental rate, nor does it require that an entire use period be rented. Accordingly, delinquency rentals may be rented through alternative marketing channels and/or at bulk discount rates, provided however that in no event shall the rental fee be less than \$200 per week, or \$28.57 per day.

#### **IV. COLLECTIONS & CREDIT BUREAUS**

*Soft Collections:* In the event that payment is not received within twenty (20) days of the date due, the Association may take reasonable measures to contact the delinquent owner via email or telephone, to remind the owner of the payment due date and the amount due. Such efforts may continue until the earlier of (i) receipt of payment, or (ii) sixty (60) days from the date payment was due.

*Collections:* In the event payment is not received within ninety (90) days of the date due, the Association may refer the account to an independent collection agent. Any costs or other fees incurred as a result of such collection agent shall be charged to the delinquent owner. The Association shall promptly notify the collection agent of any credits to the delinquent owner's account as a result of a delinquency rental or partial payment from the owner.

*Credit Bureau Reporting:* In the event that payment is not received within ninety (90) days of the date due, the Association may report the delinquency against the owner of record to the national credit bureaus.

#### **V. LIENS, FORECLOSURES, LEGAL & OTHER ACTIONS**

*Liens:* In the event that payment is not received within one hundred twenty (120) days of the date due, the Association may file a lien against the unit/interval in the amount of the delinquency due and owing the Association, pursuant to the terms of the Governing Documents and applicable law.

*Foreclosure:* In the event that payment is not received within one hundred eighty (180) days of the date due, the Association may retain an attorney to commence foreclosure proceedings, the costs of which shall be borne by the delinquent owner. Nothing contained in this Policy shall prevent the Association from bidding at any foreclosure sale.

*Legal Action:* In the event that payment is not received within one hundred eighty (180) days of the date due, the Association may seek remedy in the courts and pursue legal action against the delinquent owner.

Costs: Any administrative, professional or other additional fees or costs associated with any of the foregoing actions, whether assessed by the Association, its managing agent or a third party, shall be billed to the delinquent owner's account.

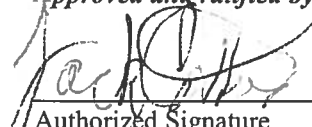
Payment Plans: Notwithstanding anything to the contrary herein, Owners may be entitled to enter into a payment plan with the Association for any delinquent Assessments, pursuant to Colorado Revised Statutes 38-33.3-316.3. Nothing within this section shall prohibit the Association from pursuing all remedies available to it, including legal action against the Owner if the Owner fails to comply with the terms of such payment plan. Owner's failure to remit payment of an agreed-upon installment, or to remain current with regular assessments as they come due during the payment plan, shall constitute a failure to comply with the terms of such payment plan.

**VI. GENERAL**

The Board may, in its discretion, direct that any or all of the obligations of the Association hereunder be conducted by any authorized representative or agent of the Association, including its managing agent, subject to the terms of its management agreement. All actions heretofore taken by the Board or any such authorized representative of the Association in connection with or relating to this Policy are hereby ratified and confirmed as the proper and binding actions of the Association.

This Policy is intended to supplement the provisions of the governing documents, and nothing contained herein is intended to amend any of the same. In the event of any conflict between the terms of the underlying governing documents, including the Declaration, Master Deed and/or Bylaws (collectively "Governing Documents") and this Policy, the Governing Documents shall govern and prevail.

Approved and ratified by the Board on the 4<sup>th</sup> day of November, 2014.

  
\_\_\_\_\_  
Authorized Signature

11/4/14  
\_\_\_\_\_  
Date

Jack Cotton  
\_\_\_\_\_  
Please Print Name

President  
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Title