

**EAGLE RIVER COMMERCIAL CENTER ASSOCIATION, INC.  
POLICY FOR COLLECTION OF ASSESSMENTS**

**PURPOSE:** Adoption of a procedure to meet statutory requirements regarding Collection of Assessments.

**AUTHORITY:** The Governing Documents and Colorado Law.

The Governing Documents are comprised of:

- a. Condominium Declaration for Eagle River Commercial Center Association, as amended and supplemented (“**Declaration**”);
- b. Plat Maps for Eagle River Commercial Center Association, as amended (“**Map**”);
- c. Bylaws of Eagle River Commercial Center Association, as amended (“**Bylaws**”);
- d. Articles of Incorporation for Eagle River Commercial Center Association (“**Articles**”);
- e. Rules and Regulations of Eagle River Commercial Center Association (“**Rules**”);
- f. Responsible Governance Policies of Eagle River Commercial Center Association, as required by C.R.S. 38-33.3-209.5 (“**RGP**s”).

Colorado Law is comprised of:

- a. Colorado Common Interest Ownership Act (“**CCIOA**”) codified at C.R.S. 38-33.3-101 et seq.; and
- b. Colorado Revised Not for Profit Corporation Act (“**CRNPCA**”) codified at C.R.S. 7-121-102 et. seq.

**EFFECTIVE DATE:** December 13, 2023.

**RESOLUTION:** Eagle River Commercial Center Association, Inc. (“**Association**”) hereby adopts the following Policy Regarding Collection of Assessments (“**Policy**”) in compliance with C.R.S. 38-33.3-209.5. This Policy replaces all other collection policies. All capitalized terms not defined herein shall have the definitions designated to them in the Governing Documents or Colorado Law.

1. Assessment Due Dates.

- a. Annual Assessments. Pursuant to Section 8.8 of the Association Declaration, Annual Assessments are payable monthly on the first day of each month, unless otherwise directed by the Board of Directors (“**Annual Assessment Due Date**”) and are delinquent is not paid in full Fifteen (15) days after the Annual Assessment Due Date (“**Annual Assessment Delinquency Date**”).
- b. Special Assessments. Section 8.7 of the Declaration addresses Special Assessments. Special Assessments may not be due less than 30 days after notice of the Special Assessment is provided to the Owner(s) (“**Special Assessment Due Date**”) and are

delinquent is not paid in full Fifteen (15) days after the Special Assessment Due Date (“*Special Assessment Delinquency Date*”).

- c. Default Assessments. Section 8.10 of the Declaration addresses Default Assessments which may not be due less than 30 days after notice of the Default Assessment is provided to the Owner(s) (“*Default Assessment Due Date*”) and are delinquent is not paid in full Fifteen (15) days after the Default Assessment Due Date (“*Default Assessment Delinquency Date*”).
2. Delinquency Date. Each Assessment listed in Section 1 shall have the delinquency date set forth in Section 1 above (“*Delinquency Date*”).
  3. Occurrences Upon Delinquency. Upon a delinquency arising, the following may occur:
    - a. Interest. Interest at the rate of 8% per annum may begin to accrue upon the Delinquency Date until paid in full; and/or
    - b. Late Charges. Pursuant to Section 8.8 of the Declaration, the Association may levy a late fee of \$100 or as otherwise established by the Board of Directors for any Assessment not paid by the Delinquency Date. Late Charges may not be assessed on a daily basis.
    - c. Collection Costs. All collection costs, including reasonable attorney fees, may be assessed to the Owner, except that the Association is not entitled to recover attorney fees incurred before the Association provides a Notice of Delinquency.
    - d. Suspension of Voting Rights. An Owner’s voting rights may be suspended during any delinquency.
    - e. Assessment Acceleration. All remaining Assessments may be accelerated for the remainder of the fiscal year.
    - f. Assessment Lien. A statutory Assessment Lien exists under Colorado Law for Assessment delinquencies. The Association may also record an Assessment lien.
    - g. Proceed With Foreclosure. The Association may proceed with foreclosure of an Assessment lien as provided for in the Governing Documents and Colorado Law as detailed below. The Association may not foreclose upon an Assessment lien if the debt securing the lien consists of only of one or both of the following:
      - i. Fines that the Association has assessed against the Owner;
      - ii. Collection costs or attorney fees that the Association has incurred and that are only associated with assessed fines.
  4. Returned Check Charges. The Association may charge a fee of \$50.00 for any returned check in addition to any fees and charges assessed against the Association by its banking institution.



5. Suspension of Voting Rights. Owners who have an active assessment delinquency are not entitled to vote on Association matters.
6. Method of Application of Payments. All payments received from an Owner shall be applied first to Assessments owed with any remaining amount of the payment allocated then to fines, fees, or other charges owed.
7. Owner Preference for Delinquency Correspondence and Notices/Designated Contact.
  - a. Designated Contact. An Owner may identify another person to serve as a designated contact for the Owner to also be contacted on the Owner's behalf for purposes of any notice regarding collections and Assessment delinquencies ("***Designated Contact***"). Designation of a Designated Contact may only occur via submittal of a completed Owner Communication Form in the manner provided for upon said Form. The Owner must state upon the Owner Communication Form the basis for designating the Designated Contact, as the Designated Contact process may not be used to harass, annoy, or jest. The Association may reject a designation that does not comply with this Section and the Association will notify the Owner of the same via certified mail, return receipt requested, and via email if the Association has an email address on file because the Owner has provided the email address to the Association. The Designated Contact must have a United States address that receives mail via the USPS and must be a living natural person. The Owner and the Designated Contact shall receive the same correspondence and notices anytime collection or delinquency communications are provided, except that the Owner must receive the correspondence and notices in the language for which the Owner has notified the Association a preference for.
  - b. Language Preference. An Owner may also notify the Association in writing if the Owner prefers that collection and delinquency correspondence and notices from the Association be provided in a language other than English. If a preference is not indicated, the Association shall send the correspondence and notices in English. The Owner and the Designated Contact shall receive the same correspondence and notices anytime collection or delinquency communications are provided; except that the Owner must receive the correspondence and notices in the language for which the Owner has notified the Association a preference for. Designation of a language preference may occur by providing a written request in the manner by which the Governing Documents provide for an Owner to notify the Association and can also be accomplished by submitting to the Association a completed Owner Communication Form in the manner provided for upon said Form.
8. Notice of Assessments, Fines, Fees and Charges. On a monthly basis and by first-class mail and, if the Association has the relevant Owner e-mail address, by e-mail, an Association shall send to an Owner who has any outstanding balance owed to the Association an itemized list of all Assessments, fines, fees, and charges that the Owner owes to the Association. The Association shall send the itemized list to the Owner in English or in any language for which the Owner has indicated a preference for correspondence and notices pursuant to C.R.S. 38-33.3-209.5 (1.7)(a)(l) and to any designated contact that the Owner has provide per the Association's Collection Policy.

9. Notices of Delinquency. Before the Association turns over a delinquent account of an Owner to a collection agency or refers it to an attorney for legal action, the Association must send the Owner a Notice of Delinquency. A Notice of Delinquency must:
- a. Be provided to the Owner and any Designated Contact by certified mail return receipt requested, to the address the Association has on file for the Owner. A copy shall also be physically posted at the Unit. Additionally, the Association shall contact the Owner by one of the following means:
    - i. First-class mail;
    - ii. Text message to a cellular number that the Association has on file because the Owner has provided the cellular number to the Association;
    - iii. E-mail to an E-mail address that the Association has on file because the Owner has provided the Email address to the Association;
  - b. Be written in English and in any language that the Owner has indicated a preference for correspondence and notices pursuant to Section 8 above including a copy being provided to any Designated Contact;
  - c. Specify whether the delinquency concerns unpaid Assessments; unpaid fines, fees, or charges; or both unpaid Assessments and unpaid fines, fees, or charges, and, if the notice of delinquency concerns unpaid Assessments, the Notice of Delinquency must notify the Owner that unpaid Assessments may lead to foreclosure; and
  - d. Include the following:
    - i. The total amount due, with an accounting of how the total was determined;
    - ii. Written offer to enter into a repayment plan pursuant to Section 12 below and C.R.S. 38-33.3-316.3(2) that authorizes the Owner to repay the debt in monthly installments over eighteen (18) months ("**Repayment Plan**"). Under the Repayment Plan the Owner may choose the amount to be paid each month, so long as each payment must be an amount of at least twenty-five dollars (\$25.00) until the balance of the amount owed is less than twenty-five dollars (\$25.00) and instructions for contacting the Association to enter into such a Repayment Plan;
    - iii. ~~The name and contact~~ information for the person that the delinquent Owner may contact to request a copy of the Owner's ledger in order to verify the amount of the debt;
    - iv. That action is required to cure the delinquency and that failure to do so 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 Owners' Unit, or other remedies available under Colorado Law.



- v. A description of the steps the Association must take before the Association may take legal action against the Owner, including a description of the Association's cure process set forth in the Association's Policy Regarding Enforcement of Covenants and Rules with Related Notice, Cure, Impartial Fact-Finding Procedures and Schedule of Fines established in accordance with C.R.S. 38-33.3-209.5(1.7) (b); and
  - vi. A description of what legal action the Association may take against the Owner, including a description of the types of matters the Association or Owner may take to small claims court, including injunctive matters for which the Association seeks an order requiring the Owner to comply with the Governing Documents.
10. Referral of Delinquency to Collection Agent or Legal Counsel. The Association, including any community association management or property management company acting on behalf of the Association, may not refer a delinquent account to a collection agency or attorney unless a majority of the Board votes to refer the matter in a recorded vote at a meeting conducted pursuant to the Bylaws and Colorado Law, specifically C.R.S. 38-33.3-308 (4)(e).
11. Contacts. The Association shall maintain a record of any contacts with an Owner regarding a delinquent account, including information regarding the type of communication used to contact the Owner and the date and time that the contact was made. Any such contacts that a community association manager or a property management company makes on behalf of an Association prior to reference of a delinquent account to a collection agency or attorney for collection is deemed a contact made by the Association and not by a debt collector.
12. Repayment Plan. Prior to commencing a legal action to initiate a foreclosure proceeding based upon a delinquency, the Association must provide the Owner with a written offer to enter into a Repayment Plan that authorizes the Owner to repay the debt in monthly installments over eighteen (18) months. Under the repayment plan, the Owner may choose the amount to be paid each month, so long as each payment is in an amount of at least twenty-five dollars (\$25.00), until the balance of the amount owed is less than twenty-five dollars (\$25.00). If within thirty (30) days after the Association has provided the Owner with a written offer to enter into a Repayment Plan, the Owner has either: (i) declined the repayment plan; or (ii) after accepting the Repayment Plan, failed to pay at least three of the monthly installments within fifteen days after the monthly installments were due, the Association shall be deemed to have met the Repayment Plan obligation. An Owner's failure to remit at least three of the monthly installments within fifteen days after the monthly installments were due or to remain current with regular assessments as they come due during the eighteen (18) month period, constitutes failure to comply with the terms of the Repayment Plan. The Association is not required to negotiate a Repayment Plan with an Owner who has previously entered into a Repayment Plan. An Owner may elect to pay the remaining balance under a Repayment Plan at any time during the duration of the Repayment Plan. This Section is not applicable if the Owner does not occupy the Unit and has acquired the Unit as a result of: (a) default of a security interest encumbering the Unit; or (b) foreclosure of the Association's lien.

13. Lien Foreclosure. The Association may not commence a legal action to initiate a foreclosure proceeding based upon an Owner's delinquency in paying Assessments unless and until:
- a. The Association has complied with the requirements of this Policy;
  - b. The Repayment Plan requirement has been met;
  - c. The Board has formally resolved, by a recorded vote, to authorize the filing of a legal action against the specific Unit that is delinquent on an individual basis. The Board will not delegate its duty in this regard to any attorney, insurer, manager, or other person and any legal action filed without evidence of the recorded vote authorizing the action may be dismissed. In event of such a dismissal, no attorney fees, court costs or other charges may be assessed against the Owner;
  - d. The balance of the assessments and charges secured by the lien, equals or exceeds six (6) months of common expense assessments based upon a periodic budget adopted by the Association.
14. Non-exclusive Remedies. All remedies set forth herein are cumulative and non-exclusive.
15. No Waiver. Failure of the Board, management, or a designated agent to enforce this Policy shall not function as a waiver of any future right to do so.
16. No Liability. No member of the Board, management, or an Owner shall be liable to any other Owner for the failure to enforce this Policy.

**PRESIDENT'S CERTIFICATION:** The undersigned President of Eagle River Commercial Center Association, Inc, a Colorado nonprofit corporation, certifies that the foregoing Policy was approved and adopted by the Board of Directors of the Association in compliance with the Governing Documents and Colorado Law.

EAGLE RIVER COMMERCIAL CENTER ASSOCIATION, INC., a  
Colorado nonprofit corporation

By: Dan Lambert *D. Lambert*  
President of the Board of Directors



**EAGLE RIVER COMMERCIAL CENTER ASSOCIATION, INC.  
ASSESSMENT PAYMENT AGREEMENT**

**COMES NOW**, Eagle River Commercial Center Association, Inc. ("**Association**"), a Colorado non-profit corporation ("**Association**"), and [Unit Owner] ("**Unit Owner**") and hereby enter into the following Assessment Payment Agreement ("**Agreement**") as follows this \_\_\_ day of \_\_\_\_\_, 202\_ ("**Effective Date**"):

**Whereas**, Unit Owner owns Unit \_\_\_\_\_ ("**Unit**") at Eagle River Commercial Center;

**Whereas**, Owner and the real property that comprises the Unit are subject to Colorado law and the terms and conditions of the Governing Documents of the Association which are comprised of the following:

Governing Documents:

- a. Condominium Declaration for Eagle River Commercial Center Association, as amended and supplemented ("**Declaration**");
- b. Plat Maps for Eagle River Commercial Center Association, as amended ("**Map**");
- c. Bylaws of Eagle River Commercial Center Association, as amended ("**Bylaws**");
- d. Articles of Incorporation for Eagle River Commercial Center Association ("**Articles**");
- e. Rules and Regulations of Eagle River Commercial Center Association ("**Rules**");
- f. Responsible Governance Policies of Eagle River Commercial Center Association, as required by C.R.S. 38-33.3-209.5 ("**RGP**s").

Colorado Law:

- a. Colorado Common Interest Ownership Act codified at C.R.S. 38-33.3-101 et seq. ("**CCIOA**"); and
- b. Colorado Revised Non-Profit Corporation Act ("**CRNPCA**") codified at C.R.S. 7-121-102 et. seq.

**Whereas**, Unit and Unit Owner are subject to the terms and conditions of the Governing Documents and Colorado law. The Governing Documents and Colorado law authorize the Association to levy assessments, fees, and other charges ("**Assessments**") which Unit Owner is required to pay and which act as a statutory lien upon the Unit when said Assessments become due.

**Whereas**, Unit Owner is currently delinquent in the payment of Assessments because of which the Association has a statutory lien upon the Unit pursuant to C.R.S. 38-33.3-316 for any unpaid Assessments as well as any late fees, interest, reasonable attorneys' fees, and costs for collection of the Assessments and subsequently accruing Assessments ("**Assessment Obligation**"). Unit Owner is personally obligated for the Assessment Obligation as well.

**Whereas**, Association and the Unit Owner have reached an agreement to address the Assessment Obligation which is as follows:

**I. Payment Plan on Balance Due and Future Assessment Obligations.**

- a. The amount currently due as of the Effective Date of this Agreement is: \$ \_\_\_\_\_ (“Balance Due”).
- b. The Balance Due shall be paid by Unit Owner to the Association as follows:
- i. Eighteen (18) equal payments of \$ \_\_\_\_\_ each payable on the first day of each month commencing on \_\_\_\_\_ until paid in full.
- c. Unit Owner is also required to timely meet all Assessment Obligations that arise after the Effective Date hereof.
- d. Interest and late fees upon the Balance Due pursuant to the Policy for Collection of Assessments (“*Assessment Collection Policy*”) have been calculated as part of the Payment Plan. In the event of any breach of this Agreement, interest and late fees shall apply and accrue as provided for under the Assessment Collection Policy on the remaining Balance Due as of the date of the breach as well as any other Assessment Obligations not timely paid.

**II. Breach of Agreement.**

- a. The failure of Unit Owner to timely and fully meet the obligations hereunder shall render the Payment Plan in Section I above null and void as to the Association and the Association shall be entitled to pursue all remedies allowed by law and equity for collection of all Assessment Obligations due and payable including foreclosure of the Lien upon the Unit and commencement of a personal collection action against the Unit Owner. A breach of this Agreement shall include, but not be limited to, the following:
- i. Bankruptcy: If Owner files for bankruptcy with a United States Bankruptcy Court or is involuntarily placed in bankruptcy.
- ii. Foreclosure by Other Creditor: If a secured lender or judgment creditor institutes foreclosure proceedings on the Unit.
- iii. Breach of Payment Agreement: If the Association fails to timely receive any payment(s) under Section I above.
- b. Association is not required to provide notice of a breach under this section to the Unit Owner nor an opportunity to cure said breach under this section.
- c. Payments received by the Association towards Assessment Obligations shall be credited in the following manner: first to attorneys’ fees, then to costs, then to interest, then to late fees, and lastly to any principal.
- d. Unit Owner is not entitled to vote until the Balance Due is paid in full and all Assessment Obligations are current.
- e. The Association does not have to offer another Payment Plan of any nature or



kind to a Unit Owner in the event of any default or breach of the Agreement.

### **III. Release by Owner.**

a. Unit Owner releases and waives any and all claims of any kind or nature that Unit Owner may have against the Association and the Association's employees, agents, officers, directors, board members, managers, management entities, property management persons or entities, accountants, and/or attorneys in relation to Unit Owner's Assessment Obligations.

### **IV. Miscellaneous.**

a. Governing Law & Severability. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. If a court of competent jurisdiction finds any part of this Agreement unenforceable for any reason, the remaining parts of this Agreement shall remain in full effect. Venue for any legal proceedings shall be in Eagle County, Colorado.

b. Entire Agreement; No Other Representations or Warranties. This Agreement contains the entire agreement and understanding between the parties and all negotiations, representations, or promises leading up to this Agreement are merged herein. Except as expressly set forth in this Agreement, the Association has not made and makes no other representations, warranties, promises or agreements to Unit Owner. Unit Owner states that its decision to enter into this Agreement was not based upon or influenced by any statement or representation by the Association or any other person or entity acting on the Association's behalf. The representations herein shall survive the breach, completion or termination of this Agreement.

c. Waiver, Amendment & Attorneys' Fees. A waiver by the Association of any right hereunder shall neither constitute a continuing waiver nor prevent the Association from thereafter demanding strict compliance. Should the Association seek to enforce the terms of this Agreement, the Association shall be entitled to its reasonable attorneys' fees and costs in addition to any other award made in law or equity.

d. No Effect on Claims against Other Parties or Other Claims. This Agreement shall not affect any of the parties' claims or rights that may be asserted against any other person or entity that is not a signatory to this Agreement, nor shall said person or entity be deemed a beneficiary to this Agreement. This Agreement covers solely Assessment Obligations currently claimed due by the Association and does not affect or relate to any other rights, claims, or matters the Association may have in relation to Unit Owner or the Unit.

e. Acknowledgment, Legal Counsel Right, & No Representations Relied Upon. Each party states that it read the entire Agreement and understood its terms before signing. Each party executed this Agreement after consulting with that party's attorney, or that party voluntarily waived that right.

f. Fax and Counterpart Signatures. The parties agree that they may sign this Agreement separately and in counterparts, may transmit their signature by facsimile or pdf, and each such signature shall be considered an original.

g. Binding Effect. This Agreement shall inure to the benefit of and bind each party's beneficiaries, heirs, agents, successors, and assigns. Each party states that it has had an opportunity to participate in the negotiation and drafting of this Agreement.

Respectfully agreed to this \_\_\_\_ day of \_\_\_\_\_, 202\_.

EAGLE RIVER COMMERCIAL CENTER ASSOCIATION, INC., a  
Colorado nonprofit corporation

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

**Unit Owner:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Address: \_\_\_\_\_  
\_\_\_\_\_

Tele. #: \_\_\_\_\_



**EAGLE RIVER COMMERCIAL CENTER ASSOCIATION, INC.  
NOTICE OF DELINQUENCY**

**Please see Policy Regarding Collection of Assessments for details (“Collection Policy”)**

Date:

Dear Owner:

**DELIVERED VIA CERTIFIED MAIL AND ONE OF THE FOLLOWING PER THE CHECKED BOX:**

*First-class mail;*

*Text message to a cellular number that the Association has on file because the Owner has provided the cellular number to the Association;*

*E-mail to an E-mail address that the Association has on file because the Owner has provided the Email address to the Association;*

Your account with the Eagle River Commercial Center Association, Inc. (“*Association*”) is currently delinquent in the total amount of \$\_\_\_\_\_ (“*Delinquency*”). The Delinquency is comprised of the following per the checked boxes:

A. Unpaid Assessments totaling \$\_\_\_\_\_;

B. Unpaid fines, fees, or charges totaling \$\_\_\_\_\_; or

C. Both unpaid Assessments and unpaid fines, fees, or charges comprised of the foregoing amounts.

**I. Amount Due.** The total amount currently due on your Delinquency is \$\_\_\_\_\_. The accounting of how this total was determined is set forth above and/or per any attachments provided with this Notice.

**II. Offer to Enter Into a Repayment Plan.** You may enter into a Repayment Plan to repay the Delinquency in monthly installments over eighteen (18) months. Included with this Notice if a Payment Plan, you need to provide your signature on the Payment Plan and return it to the Association within thirty (30) days of the date of this Notice of Delinquency to accept the Payment Plan. If you fail to timely accept the Payment Plan the offer is void. Contact information for this purpose as well as to request a copy of your ledger is as follows:

**III. Cure of Delinquency.** You may cure your Delinquency as follows:

a. Pay the Delinquency in full within thirty (30) days of the date of this Notice. All payments received will be applied first to Assessments owed with any remaining amount of the payment allocated then to fines, fees, or other charges owed.

b. Enter into a Repayment Plan to cure your delinquency over 18 months within thirty (30) days of the date of this Notice. See above and attached.

**IV. Failure to Cure Delinquency.** The following may occur if you fail to cure your Delinquency:

a. Interest. Interest at the rate of 8% per annum may accrue on your Delinquency from the Delinquency Date until paid in full.

b. Late Charges. Pursuant to Section 8.8 of the Declaration, the Association may levy a late fee for any Assessment not timely paid.

c. Collection Costs. Collection costs, including reasonable attorney fees, may be assessed to the Owner, except that the Association is not entitled to recover attorney fees incurred before the Association provided this Notice of Delinquency.

d. Suspension of Voting Rights. Your voting rights may be suspended during any delinquency.

e. Assessment Acceleration. All remaining Assessments may be accelerated for the remainder of the fiscal year.

f. Assessment Lien. A statutory Assessment Lien exists under Colorado Law for Assessment delinquencies. The Association may also record an Assessment lien.

g. Turn Over for Collection. Your Delinquency may be turned over to a collection agency or attorney and the Association may pursue other remedies allowed by Colorado Law.

h. Legal Action. As described in Section V below.

**V. Legal Action.** Legal action on an uncured delinquency are as follows:

a. Steps Required Before Legal Action Taken. Before legal action is taken the requirements of the Collection Policy must be met which includes the following:

- i. Offer of a Repayment Plan has been met;
- ii. The Executive Board must formally resolve, by a recorded vote, to authorize the referral of a collection matter to an attorney or collection agency. The Executive Board cannot delegate this duty to an attorney, insurer, manager, or other person and any legal action filed without evidence of the recorded vote authorizing the action may be dismissed. In event of such a dismissal, no attorney fees, court costs or other charges may be assessed against the Owner;



- iii. The balance of the assessments and charges equals or exceeds six (6) months of common expense assessments based upon a periodic budget adopted by the Association.

b. Foreclosure. The Association may proceed with foreclosure of an Assessment lien as provided for in the Governing Documents and Colorado Law. A statutory lien exists for delinquencies based upon Assessments. The Association may not foreclose upon an Assessment lien if the debt securing the lien consists of only of one or both of the following:

- i. Fines that the Association has assessed against the Owner; and
- ii. Collection costs or attorney fees that the Association has incurred and that are only associated with assessed fines.

c. Collection Lawsuit. The Association may file a collection lawsuit against you which may be filed in Small Claims Court. Small Claims Court has jurisdiction to hear the following matters with a jurisdictional monetary limit of seven thousand five hundred dollars (\$7,500.00), not including interest and costs:

- i. Enforcement of rights and responsibilities arising under the Governing Documents, in relation to disputes arising from assessments, fines, or fees owed to the Association and for which the amount at issue does not exceed seven thousand five hundred dollars (\$7,500.00), exclusive of interest and costs.
- ii. Enforcement of a restrictive covenant on residential property if the amount required to comply with the covenant does not exceed seven thousand five hundred dollars (\$7,500.00), exclusive of interest and costs;
- iii. Replevin if the value of the property sought does not exceed seven thousand five hundred dollars (\$7,500.00);
- iv. Enforcement of a contract by specific performance or to disaffirm, avoid, or rescind a contract and the amount at issue does not exceed seven thousand five hundred dollars (\$7,500.00); and
- v. Injunctive relief for the following matters:
  1. Enforce rights or responsibilities arising under the Declaration, Bylaws, covenants, or other governing documents of a unit owners' association, as defined in C.R.S. §38-33.3-103 (3), and including actions seeking declaratory relief;
  2. Enforce restrictive covenants on residential property;
  3. Enforce the provisions of C.R.S. §6-1-702.5;
  4. Accomplish replevin; and

5. Enter judgments in actions where a party seeks to enforce a contract by specific performance or to disaffirm, avoid, or rescind a contract.

Eagle River Commercial Center Association, Inc., a Colorado nonprofit corporation

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

Its: \_\_\_\_\_