

**AMENDED BYLAWS OF
HOMEOWNERS MANUAL
Montrose Home Owners Association
Revised: January 2006**

Including revised collection of dues policy and covenant violation policy

a. Revised Collection Policy

Association Dues are billed semi-annually and **due** (received on or before) **February 28th and August 31st**.

If any part of any assessment is not paid and received by the Association on or before the due date, your account will be charged the following:

- Late charge of twenty five (\$25.00) dollars each month the assessment is not paid in full; and
- Compound interest at the rate of 15 percent annually will be charged on the assessments and late charges.
- Return checks will be subject to a \$20.00 fee

Each unpaid assessment shall constitute a lien on the respective real property prior and superior to all other liens except: 1) all taxes, bonds, assessments and other levies which, by law, would be superior thereto; and 2) the lien or charges of any mortgage of record made in good faith and for value. Such lien, when delinquent, may be enforced by foreclosure and sale by the Association, its attorney, or any other person authorized by this Declaration or by law to make the sale, after failure of the Owner to pay such Assessments, in accordance with the provisions of applicable law to the exercise of powers of sale in deed of trust, or by judicial foreclosures as a mortgage, or in any other manner permitted by law.

- You will receive notice of the lien if assessments are 60 day or more past due; and a \$50 fee will be added if we have to proceed with the intent to lien process.
- A lien will be recorded if assessments are 90 days or more past due, & over \$500. The lien fees are \$125.00
- Foreclosure and/or litigation will be initiated if assessments are 180 days or more past due. If such action becomes necessary, all fees and costs incurred will be sought; including a \$150 initial legal processing fee.
- Any monies paid which do not cover all past due assessments plus late charges and other penalties will be applied in the following priority unless specifically designated otherwise:
 1. Assessments;
 2. Late Fees;
 3. Other fines and penalties;
 4. Attorney fees and costs; and
 5. Interest.

The Association, acting on behalf of the property owner, shall have the power to bid for any property at the foreclosure sale, and to acquire and hold, lease, mortgage, and convey the same. The foreclosing party shall have the right to reduce or eliminate any redemption rights of the defaulting owner as allowed by law. Suit to recover a money judgment for unpaid assessments, rents and/or attorney fees shall be maintainable without foreclosing or waiving the lien securing the same. The Board may impose reasonable monetary penalties including actual attorney fees and costs and may temporarily suspend the Association membership rights of any owner who is in default in payment of any assessment, after notice and hearing according to the Bylaws.

b. Revised Covenant Violation Policy.

If you are in violation of any covenant you will receive a courtesy notice of violation in the mail. If you correct the violation within the time noted in your Notice of Violation letter, the issue will be considered resolved.

If you fail to correct the violation within the time allowed, you will receive a final notice of violation letter. If you continue to fail to correct the violation you will receive an initial notice of fine. The schedule of fines is as follows:

First violation:	\$100.00
Second similar violation:	\$250.00
Third similar violation:	\$500.00
Fourth and subsequent similar violation:	\$1,000.00

The above fines are significant due to the abundant homeowners that voted unanimously to have the CC&R's followed, and a fine system adopted. Property values are maintained and elevated when neighborhoods are complying with the Rules & Regulations set by the Association members and the Board. This continues to preserve the aesthetic value of your neighborhood, as well as maintaining a healthy and abundant living environment. We hope that all will recognize the good intentions and comply without due process.

If you dispute the fine/violation, you will have fourteen (14) days within which to request a hearing. If you fail to do so, your right to dispute the fine will be deemed waived and the fine will be final. If you request a hearing, the violation and fine will be determined at a hearing of the Board, and the Board's decision shall be final. Unpaid fines will be sent to an attorney for collection. Said collection will also result in attorney fees and costs being charged to you. To request a Hearing, contact the Property Manager at 509-252-7507 ext 220.