## UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS OF RIMFIRE LODGE CONDOMINIUM ASSOCIATION, INC.

The undersigned Board of Directors (the "Board") of Rimfire Lodge Condominium Association, Inc. (the "Association"), do hereby consent through unanimous approval to the taking of the following actions and do hereby adopt the resolution set forth below. This written consent of the Board is in lieu of a meeting of the Board, and all actions taken herein have the same force and effect as if they were taken and adopted at a duly authorized meeting of the Board.

WHEREAS, Article VII, Section 7.01 of the Declaration states that each Owner of a Unit in the Rimfire Lodge agrees to pay the Association all General Assessments, Special Assessments, Default Assessments, and other charges that the Association is required or permitted to levy or impose on such Owner or such Owner's Unit pursuant to the Declaration of the Association or any other Association Document; and

WHEREAS, No Owner shall be exempt from liability for any such Assessment or other charges by waiving the use or enjoyment of any Common Element or by abandoning a Unit against which such Assessments or other charges are made; and

WHEREAS, Each Owner shall be personally liable for all Assessments and other charges levied on such Owner or such Owner's Unit during the period of such Owner's ownership of the Unit. If there is more than one Owner of a Unit, each Owner shall be jointly and severally liable with the other Owners of the Unit for all Assessments and other charges levied on the Unit or any Owner of the Unit; and

WHEREAS, Each Assessment or other charge, together with interest and penalties thereon and all costs and expenses incurred by the Association to collect such Assessment or other amount, including all fees and disbursements of attorneys, accountants, appraisers, receivers and other professionals engaged by the Association in connection therewith, maybe recovered by a suit for a money judgment by the Association without foreclosing or waiving any Assessment Lien securing the same; and

WHEREAS, Article XVIII of the Declaration sets forth the guidelines for enforcement and remedies of Association policies including the payment of Assessments and allows the Association to levy late fees and interest charges on past dues assessments.

NOW THEREFORE BE IT RESOLVED THAT, the Board hereby approves and accepts the attached "Association Collection Policy" for the collection of Association Assessments that are due to the Association by Unit Owners.

BE IT FURTHER RESOLVED THAT, the Association, or any authorized representative, is hereby authorized and directed to take, or cause to be taken, all action and to execute and deliver, or cause to be executed and delivered, all agreements, undertakings, documents and other instruments as may be necessary, desirable or appropriate to accomplish the purpose and intent of this resolution; and

BE IT FURTHER RESOLVED THAT, any and all actions hereby taken by the Association, or any authorized representative, in connection with or relating to the matters contained in this resolution be hereby ratified and confirmed as the proper and binding actions of the Association; and

BE IT FURTHER RESOLVED THAT, this Written Consent of the Board may be executed in counterparts, each of which shall be deemed an original, and all of which shall together constitute one and the same instrument, and that for all purposes contained herein a facsimile signature shall be considered an original signature.

IN WITNESS WHEREOF, the undersigned, comprising all of the Directors of the Board, hereby approve, ratify, and confirm the foregoing resolution on this  $8^{th}$  day of July, 2019.

Docusigned by:

Kevin M Elun

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Kevin Elvin, President

Docusigned by:

James Armbrust, Vice President

Geoff Truslow, Commercial Representative

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General Assessments, as ratified by the ownership in the annual budget, have a due date of net 20.

9 DAYS AFTER DUE DATE 1st notice of late fee interest will be included in the subsequent month's statement

of account and that a Notice to Cure Letter will be sent via certified mail if not paid

within 10 days.

**45 DAYS AFTER DUE DATE** Send Notice to Cure Letter via certified mail demanding balance to be paid in full.

If no payment is received, a Claim of Lien will be recorded against the delinquent

unit no less than 15 days after receipt of the Notice to Cure Letter.

60 DAYS AFTER DUE DATE

A Claim of Lien will be recorded against the delinquent unit. If full payment is not

received within 30 days of lien placement the Association will seek collection

services from an attorney's office.

90 DAYS AFTER DUE DATE

An initial demand letter will be sent from attorney's office to delinquent owner

advising that a lien has been filed against the unit if payment in full is not made within 30 days the Association attorney will initiate lien foreclosure proceedings

against the delinquent unit.

120 DAYS AFTER DUE DATE

Upon specific authority of the Board and receipt by the attorney's office of a cost

deposit for the lawsuit, the Association attorney will initiate lien foreclosure

proceedings against the delinquent unit.

ADDITIONAL REQUIREMENTS After a delinquent account has been referred to the Association's attorney, all

subsequent contact with the delinquent owner shall be handled solely by the office of the Association's attorney, with exception of correspondence related to regular monthly statements. No officer, director or employee of the Association shall discuss such delinquency with an owner without the consent of the Association's attorney. The Board shall immediately turn over to the Association's attorney for collection any account owed by an owner who files for or is the subject of a petition for relief in bankruptcy or for which a lender has commenced any action for foreclosure of its security interest against the unit. In the latter situation, an Answer and Affirmative Defenses will be filed in response to the foreclosure action and

the case will be monitored to conclusion.

STATUATORY REMEDIES In addition to the above, the Board may direct that one or more of the following

actions be taken:

1. Demand rent directly from the tenant or Rental Manager if a Unit is delinquent in any monetary obligation to the Association, and the Unit is rented.

2. Suspend the right of the Unit Owner, or a Unit's occupant, licensee or invitee to

use common elements, common facilities or any other Association property for any Unit which is more than 90 days delinquent in the payment of any monetary

obligation to the Association.

3. Suspend the voting rights of any Unit Owner if such Unit Owner becomes more than 90 days delinquent in the payment of any monetary obligation to the

Association.