

1 UNIT OWNER OR A DESIGNATED CONTACT, AN ASSOCIATION SHALL SEND
2 THE SAME TYPE OF NOTICE OF DELINQUENCY REQUIRED TO BE SENT
3 PURSUANT TO SUBSECTION (5)(a)(V) OF THIS SECTION, INCLUDING BY
4 SENDING IT BY CERTIFIED MAIL FOR WHICH THE ASSOCIATION RECEIVES
5 CONFIRMATION OF ITS RECEIPT, AND PHYSICALLY POST A COPY OF THE
6 NOTICE OF DELINQUENCY AT THE UNIT OWNER'S UNIT. IN ADDITION, THE
7 ASSOCIATION SHALL CONTACT THE UNIT OWNER BY ONE OF THE
8 FOLLOWING MEANS:

9 (A) FIRST-CLASS MAIL;
10 (B) TEXT MESSAGE TO A CELLULAR NUMBER THAT THE
11 ASSOCIATION HAS ON FILE BECAUSE THE UNIT OWNER HAS PROVIDED THE
12 CELLULAR NUMBER TO THE ASSOCIATION; OR

13 (C) E-MAIL TO AN E-MAIL ADDRESS THAT THE ASSOCIATION HAS
14 ON FILE BECAUSE THE UNIT OWNER HAS PROVIDED THE E-MAIL ADDRESS
15 TO THE ASSOCIATION.

16 (II) REFER A DELINQUENT ACCOUNT TO A COLLECTION AGENCY OR
17 ATTORNEY ONLY IF A MAJORITY OF THE EXECUTIVE BOARD VOTES TO
18 REFER THE MATTER IN A RECORDED VOTE AT A MEETING CONDUCTED
19 PURSUANT TO SECTION 38-33.3-308 (4)(e). A COMMUNITY ASSOCIATION
20 MANAGEMENT OR PROPERTY MANAGEMENT COMPANY ACTING ON BEHALF
21 OF THE ASSOCIATION SHALL NOT REFER A DELINQUENT ACCOUNT TO A
22 COLLECTION AGENCY OR AN ATTORNEY UNLESS A MAJORITY OF THE
23 EXECUTIVE BOARD VOTES TO REFER THE MATTER IN A RECORDED VOTE AT
24 A MEETING CONDUCTED PURSUANT TO SECTION 38-33.3-308 (4)(e).

25 (b) (I) AN ASSOCIATION SHALL NOT IMPOSE THE FOLLOWING ON A
26 DAILY BASIS AGAINST A UNIT OWNER:

27 (A) LATE FEES; OR
28 (B) FINES ASSESSED FOR VIOLATIONS OF THE DECLARATION,
29 BYLAWS, COVENANTS, OR OTHER GOVERNING DOCUMENTS OF THE
30 ASSOCIATION. AN ASSOCIATION MAY ONLY IMPOSE FINES FOR VIOLATIONS
31 IN ACCORDANCE WITH THIS SUBSECTION (1.7)(b).

32 (II) (A) WITH RESPECT TO ANY VIOLATION OF THE DECLARATION,
33 BYLAWS, COVENANTS, OR OTHER GOVERNING DOCUMENTS OF AN
34 ASSOCIATION THAT THE ASSOCIATION REASONABLY DETERMINES
35 THREATENS THE PUBLIC SAFETY, HEALTH, OR WELFARE, THE ASSOCIATION
36 SHALL PROVIDE THE UNIT OWNER WRITTEN NOTICE, IN ENGLISH AND IN
37 ANY LANGUAGE THAT THE UNIT OWNER HAS INDICATED A PREFERENCE FOR
38 CORRESPONDENCE AND NOTICES PURSUANT TO SUBSECTION (1.7)(a)(I) OF
39 THIS SECTION, OF THE VIOLATION INFORMING THE UNIT OWNER THAT THE
40 UNIT OWNER HAS SEVENTY-TWO HOURS TO CURE THE VIOLATION OR THE
41 ASSOCIATION MAY FINE THE UNIT OWNER.

42 (B) IF, AFTER AN INSPECTION OF THE UNIT, THE ASSOCIATION
43 DETERMINES THAT THE UNIT OWNER HAS NOT CURED THE VIOLATION

1 WITHIN SEVENTY-TWO HOURS AFTER RECEIVING THE NOTICE, THE
2 ASSOCIATION MAY IMPOSE FINES ON THE UNIT OWNER EVERY OTHER DAY
3 AND MAY TAKE LEGAL ACTION AGAINST THE UNIT OWNER FOR THE
4 VIOLATION; EXCEPT THAT, IN ACCORDANCE WITH SUBSECTION (8)(c)(I) OF
5 THIS SECTION, THE ASSOCIATION SHALL NOT PURSUE FORECLOSURE
6 AGAINST THE UNIT OWNER BASED ON FINES OWED.

7 (III) (A) IF AN ASSOCIATION REASONABLY DETERMINES THAT A
8 UNIT OWNER COMMITTED A VIOLATION OF THE DECLARATION, BYLAWS,
9 COVENANTS, OR OTHER GOVERNING DOCUMENTS OF THE ASSOCIATION,
10 OTHER THAN A VIOLATION THAT THREATENS THE PUBLIC HEALTH, SAFETY,
11 OR WELFARE, THE ASSOCIATION SHALL, THROUGH CERTIFIED MAIL FOR
12 WHICH THE ASSOCIATION RECEIVES CONFIRMATION OF ITS RECEIPT,
13 PROVIDE THE UNIT OWNER WRITTEN NOTICE, IN ENGLISH AND IN ANY
14 LANGUAGE THAT THE UNIT OWNER HAS INDICATED A PREFERENCE FOR
15 CORRESPONDENCE AND NOTICES PURSUANT TO SUBSECTION (1.7)(a)(I) OF
16 THIS SECTION, OF THE VIOLATION INFORMING THE UNIT OWNER THAT THE
17 UNIT OWNER HAS THIRTY DAYS TO CURE THE VIOLATION OR THE
18 ASSOCIATION, AFTER CONDUCTING AN INSPECTION AND DETERMINING
19 THAT THE UNIT OWNER HAS NOT CURED THE VIOLATION, MAY FINE THE
20 UNIT OWNER; HOWEVER, THE TOTAL AMOUNT OF FINES IMPOSED FOR THE
21 VIOLATION MAY NOT EXCEED FIVE HUNDRED DOLLARS.

22 (B) AN ASSOCIATION SHALL GRANT A UNIT OWNER TWO
23 CONSECUTIVE THIRTY-DAY PERIODS TO CURE A VIOLATION BEFORE THE
24 ASSOCIATION MAY TAKE LEGAL ACTION AGAINST THE UNIT OWNER FOR
25 THE VIOLATION. IN ACCORDANCE WITH SUBSECTION (8)(c)(I) OF THIS
26 SECTION, AN ASSOCIATION SHALL NOT PURSUE FORECLOSURE AGAINST THE
27 UNIT OWNER BASED ON FINES OWED.

28 (IV) IF THE UNIT OWNER CURES THE VIOLATION WITHIN THE
29 PERIOD TO CURE AFFORDED THE UNIT OWNER, THE UNIT OWNER MAY
30 NOTIFY THE ASSOCIATION OF THE CURE AND, IF THE UNIT OWNER SENDS
31 WITH THE NOTICE VISUAL EVIDENCE THAT THE VIOLATION HAS BEEN
32 CURED, THE VIOLATION IS DEEMED CURED ON THE DATE THAT THE UNIT
33 OWNER SENDS THE NOTICE. IF THE UNIT OWNER'S NOTICE DOES NOT
34 INCLUDE VISUAL EVIDENCE THAT THE VIOLATION HAS BEEN CURED, THE
35 ASSOCIATION SHALL INSPECT THE UNIT AS SOON AS PRACTICABLE TO
36 DETERMINE IF THE VIOLATION HAS BEEN CURED.

37 (V) ONCE THE UNIT OWNER CURES A VIOLATION, THE ASSOCIATION
38 SHALL NOTIFY THE UNIT OWNER, IN ENGLISH AND IN ANY LANGUAGE THAT
39 THE UNIT OWNER HAS INDICATED A PREFERENCE FOR CORRESPONDENCE
40 AND NOTICES PURSUANT TO SUBSECTION (1.7)(a)(I) OF THIS SECTION:

41 (A) THAT THE UNIT OWNER WILL NOT BE FURTHER FINED WITH
42 REGARD TO THE VIOLATION; AND

43 (B) OF ANY OUTSTANDING FINE BALANCE THAT THE UNIT OWNER

1 STILL OWES THE ASSOCIATION.

2 (c) ON A QUARTERLY BASIS, AN ASSOCIATION SHALL SEND TO EACH
3 UNIT OWNER WHO HAS ANY OUTSTANDING BALANCE OWED THE
4 ASSOCIATION AN ITEMIZED LIST OF ALL ASSESSMENTS, FINES, FEES, AND
5 CHARGES THAT THE UNIT OWNER OWES TO THE ASSOCIATION.

6 (2) Notwithstanding any provision of the declaration, bylaws,
7 articles, or rules and regulations to the contrary, the association may not
8 fine any unit owner for an alleged violation unless:

9 (a) The association has adopted, and follows, a written policy
10 governing the imposition of fines; ~~and~~

11 (c) THE POLICY:

12 (I) REQUIRES NOTICE REGARDING THE NATURE OF THE ALLEGED
13 VIOLATION, THE ACTION OR ACTIONS REQUIRED TO CURE THE ALLEGED
14 VIOLATION, AND THE TIMELINE FOR THE FAIR AND IMPARTIAL
15 FACT-FINDING PROCESS REQUIRED UNDER SUBSECTION (2)(b) OF THIS
16 SECTION. THE ASSOCIATION MAY SEND THE UNIT OWNER THE NOTICE
17 REQUIRED UNDER THIS SUBSECTION (2)(c)(I) IN ACCORDANCE WITH
18 SUBSECTION (1.7)(a) OF THIS SECTION.

19 (II) SPECIFIES THE INTERVAL UPON WHICH FINES MAY BE LEVIED
20 IN ACCORDANCE WITH SUBSECTION (1.7)(b) OF THIS SECTION FOR
21 VIOLATIONS THAT ARE CONTINUING IN NATURE.

22 (5) (a) Notwithstanding any provision of the declaration, bylaws,
23 articles, or rules and regulations to the contrary or the absence of a
24 relevant provision in the declaration, bylaws, articles, or rules or
25 regulations, the association or a holder or assignee of the association's
26 debt, whether the holder or assignee of the association's debt is an entity
27 or a natural person, may not use a collection agency or take legal action
28 to collect unpaid assessments unless the association or a holder or
29 assignee of the association's debt has adopted, and follows, a written
30 policy governing the collection of unpaid assessments AND UNLESS THE
31 ASSOCIATION COMPLIES WITH SUBSECTION (7) OF THIS SECTION. The policy
32 must, at a minimum, specify:

33 (V) That, before the entity turns over a delinquent account of a
34 unit owner to a collection agency or refers it to an attorney for legal
35 action, the entity must send the unit owner a notice of delinquency, BY
36 CERTIFIED MAIL FOR WHICH THE ASSOCIATION RECEIVES CONFIRMATION
37 OF ITS RECEIPT, specifying:

38 (6) A NOTICE OF DELINQUENCY THAT AN ASSOCIATION SENDS TO
39 A UNIT OWNER FOR UNPAID ASSESSMENTS, FINES, FEES, OR CHARGES MUST:

40 (a) BE WRITTEN IN ENGLISH AND IN ANY LANGUAGE THAT THE
41 UNIT OWNER HAS INDICATED A PREFERENCE FOR CORRESPONDENCE AND
42 NOTICES PURSUANT TO SUBSECTION (1.7)(a)(I) OF THIS SECTION;

43 (b) SPECIFY WHETHER THE DELINQUENCY CONCERNS UNPAID

1 ASSESSMENTS; UNPAID FINES, FEES, OR CHARGES; OR BOTH UNPAID
2 ASSESSMENTS AND UNPAID FINES, FEES, OR CHARGES, AND, IF THE NOTICE
3 OF DELINQUENCY CONCERNS UNPAID ASSESSMENTS, THE NOTICE OF
4 DELINQUENCY MUST NOTIFY THE UNIT OWNER THAT UNPAID ASSESSMENTS
5 MAY LEAD TO FORECLOSURE; AND

6 (c) INCLUDE:

7 (I) A DESCRIPTION OF THE STEPS THE ASSOCIATION MUST TAKE
8 BEFORE THE ASSOCIATION MAY TAKE LEGAL ACTION AGAINST THE UNIT
9 OWNER, INCLUDING A DESCRIPTION OF THE ASSOCIATION'S CURE PROCESS
10 ESTABLISHED IN ACCORDANCE WITH SUBSECTION (1.7)(b) OF THIS
11 SECTION; AND

12 (II) A DESCRIPTION OF WHAT LEGAL ACTION THE ASSOCIATION
13 MAY TAKE AGAINST THE UNIT OWNER, INCLUDING:

14 (A) A DESCRIPTION OF THE TYPES OF MATTERS THAT THE
15 ASSOCIATION MAY TAKE TO SMALL CLAIMS COURT, INCLUDING INJUNCTIVE
16 MATTERS FOR WHICH THE ASSOCIATION SEEKS AN ORDER REQUIRING THE
17 UNIT OWNER TO COMPLY WITH THE DECLARATION, BYLAWS, COVENANTS,
18 OR OTHER GOVERNING DOCUMENTS OF THE ASSOCIATION; AND

19 (B) A DESCRIPTION OF THE SMALL CLAIMS PROCESS AND THE UNIT
20 OWNER'S RIGHTS AND RESPONSIBILITIES IF THE MATTER IS TAKEN TO
21 SMALL CLAIMS COURT.

22 (7) (a) AN ASSOCIATION SHALL NOT COMMENCE A LEGAL ACTION
23 TO INITIATE A FORECLOSURE PROCEEDING BASED ON A UNIT OWNER'S
24 DELINQUENCY IN PAYING ASSESSMENTS UNLESS:

25 (I) THE ASSOCIATION HAS COMPLIED WITH EACH OF THE
26 REQUIREMENTS IN THIS SECTION AND IN SECTION 38-33.3-316.3 RELATED
27 TO A UNIT OWNER'S DELINQUENCY IN PAYING ASSESSMENTS;

28 (II) THE ASSOCIATION HAS PROVIDED THE UNIT OWNER WITH A
29 WRITTEN OFFER TO ENTER INTO A REPAYMENT PLAN PURSUANT TO
30 SECTION 38-33.3-316.3 (2) THAT AUTHORIZES THE UNIT OWNER TO REPAY
31 THE DEBT IN MONTHLY INSTALLMENTS OVER EIGHTEEN MONTHS. UNDER
32 THE REPAYMENT PLAN, THE UNIT OWNER MAY CHOOSE THE AMOUNT TO BE
33 PAID EACH MONTH, SO LONG AS EACH PAYMENT MUST BE IN AN AMOUNT
34 OF AT LEAST TWENTY-FIVE DOLLARS UNTIL THE BALANCE OF THE AMOUNT
35 OWED IS LESS THAN TWENTY-FIVE DOLLARS; AND

36 (III) WITHIN THIRTY DAYS AFTER THE ASSOCIATION HAS PROVIDED
37 THE OWNER WITH A WRITTEN OFFER TO ENTER INTO A REPAYMENT PLAN,
38 THE UNIT OWNER HAS EITHER:

39 (A) DECLINED THE REPAYMENT PLAN; OR

40 (B) AFTER ACCEPTING THE REPAYMENT PLAN, FAILED TO PAY AT
41 LEAST THREE OF THE MONTHLY INSTALLMENTS WITHIN FIFTEEN DAYS
42 AFTER THE MONTHLY INSTALLMENTS WERE DUE.

43 (b) A UNIT OWNER WHO HAS ENTERED INTO A REPAYMENT PLAN

1 PURSUANT TO SUBSECTION (7)(a) OF THIS SECTION MAY ELECT TO PAY THE
2 REMAINING BALANCE OWED UNDER THE REPAYMENT PLAN AT ANY TIME
3 DURING THE DURATION OF THE REPAYMENT PLAN.

4 (8) AN ASSOCIATION SHALL NOT:

5 (a) CHARGE A RATE OF INTEREST ON UNPAID ASSESSMENTS, FINES,
6 OR FEES IN AN AMOUNT GREATER THAN EIGHT PERCENT PER YEAR;

7 (b) ASSESS A FEE OR OTHER CHARGE TO RECOVER COSTS INCURRED
8 FOR PROVIDING THE UNIT OWNER A STATEMENT OF THE TOTAL AMOUNT
9 THAT THE UNIT OWNER OWES;

10 (c) FORECLOSE ON AN ASSESSMENT LIEN IF THE DEBT SECURING
11 THE LIEN CONSISTS ONLY OF ONE OR BOTH OF THE FOLLOWING:

12 (I) FINES THAT THE ASSOCIATION HAS ASSESSED AGAINST THE UNIT
13 OWNER; OR

14 (II) COLLECTION COSTS OR ATTORNEY FEES THAT THE
15 ASSOCIATION HAS INCURRED AND THAT ARE ONLY ASSOCIATED WITH
16 ASSESSED FINES.

17 (9) A PARTY SEEKING TO ENFORCE RIGHTS AND RESPONSIBILITIES
18 ARISING UNDER THE DECLARATION, BYLAWS, COVENANTS, OR OTHER
19 GOVERNING DOCUMENTS OF AN ASSOCIATION IN RELATION TO DISPUTES
20 ARISING FROM ASSESSMENTS, FINES, OR FEES OWED TO THE ASSOCIATION
21 AND FOR WHICH THE AMOUNT AT ISSUE DOES NOT EXCEED SEVEN
22 THOUSAND FIVE HUNDRED DOLLARS, EXCLUSIVE OF INTEREST AND COSTS,
23 MAY FILE A CLAIM IN SMALL CLAIMS COURT PURSUANT TO SECTION
24 13-6-403 (1)(b)(I).

25 (10) AS USED IN THIS SECTION, "NOTICE OF DELINQUENCY" MEANS
26 A WRITTEN NOTICE THAT AN ASSOCIATION SENDS TO A UNIT OWNER TO
27 NOTIFY THE UNIT OWNER OF ANY UNPAID ASSESSMENTS, FINES, FEES, OR
28 CHARGES THAT THE UNIT OWNER OWES THE ASSOCIATION.

29 **SECTION 2.** In Colorado Revised Statutes, 38-33.3-308, **amend**
30 (4)(e) as follows:

31 **38-33.3-308. Meetings.** (4) Matters for discussion by an
32 executive or closed session are limited to:

33 (e) Any matter, the disclosure of which would constitute an
34 unwarranted invasion of individual privacy, INCLUDING A DISCIPLINARY
35 HEARING REGARDING A UNIT OWNER AND ANY REFERRAL OF
36 DELINQUENCY; EXCEPT THAT A UNIT OWNER WHO IS THE SUBJECT OF A
37 DISCIPLINARY HEARING OR A REFERRAL OF DELINQUENCY MAY REQUEST
38 AND RECEIVE THE RESULTS OF ANY VOTE TAKEN AT THE RELEVANT
39 MEETING;

40 **SECTION 3.** In Colorado Revised Statutes, 38-33.3-315, **amend**
41 (2) as follows:

42 **38-33.3-315. Assessments for common expenses.** (2) Except for
43 assessments under subsections (3) and (4) of this section and section

1 38-33.3-207 (4)(a)(IV), all common expenses shall be assessed against all
2 the units in accordance with the allocations set forth in the declaration
3 pursuant to section 38-33.3-207 (1) and (2). Any past-due common
4 expense assessment or installment thereof shall bear OF A COMMON
5 EXPENSE ASSESSMENT BEARS interest at the rate established by the
6 association ~~not exceeding twenty-one~~ IN AN AMOUNT NOT TO EXCEED
7 EIGHT percent per year.

8 **SECTION 4.** In Colorado Revised Statutes, 38-33.3-316, **amend**
9 (1), (2)(d), and (7); and **add** (12) as follows:

10 **38-33.3-316. Lien for assessments - liens for fines, fees,**
11 **charges, costs, and attorney fees - limitations.** (1) (a) The association,
12 if such association is incorporated or organized as a limited liability
13 company, has a statutory lien on a unit for any assessment levied against
14 that unit or fines imposed against its unit owner. Unless the declaration
15 otherwise provides, fees, charges, late charges, attorney fees UP TO THE
16 MAXIMUM AMOUNT AUTHORIZED UNDER SUBSECTION (7) OF THIS SECTION,
17 fines, and interest charged pursuant to section 38-33.3-302 (1)(j), (1)(k),
18 and (1)(l), section 38-33.3-313 (6), and section 38-33.3-315 (2) ~~are~~
19 ~~enforceable as assessments under this article. The amount of the lien shall~~
20 ~~include all those items set forth in this section from the time such items~~
21 ~~become due~~ MAY BE SUBJECT TO A STATUTORY LIEN BUT ARE NOT SUBJECT
22 TO A FORECLOSURE ACTION UNDER THIS ARTICLE 33.3.

23 (b) If an assessment is payable in installments, each installment
24 ~~is a lien from the time it becomes due, including the due date set by any~~
25 ~~valid association's acceleration of installment obligations~~ MAY BE SUBJECT
26 TO A STATUTORY LIEN IF THE UNIT OWNER FAILS TO PAY THE INSTALLMENT
27 WITHIN FIFTEEN DAYS AFTER THE INSTALLMENT BECOMES DUE, BUT THE
28 ASSOCIATION MAY NOT PURSUE LEGAL ACTION FOR UNPAID MONTHLY
29 INSTALLMENTS UNTIL THE UNIT OWNER HAS FAILED TO PAY AT LEAST
30 THREE MONTHLY INSTALLMENTS PURSUANT TO SECTION 38-33.3-209.5
31 (7)(a)(III)(B).

32 (2) (d) ~~The association shall have the statutory lien described in~~
33 ~~subsection (1) of this section for any assessment levied or fine imposed~~
34 ~~after June 30, 1992. Such A lien shall have~~ DESCRIBED IN SUBSECTION (1)
35 OF THIS SECTION HAS the priority described in this subsection (2) if the
36 other lien or encumbrance is created after June 30, 1992.

37 (7) (a) (I) The association ~~shall be~~ IS entitled to costs and
38 reasonable attorney fees ~~incurred by~~ THAT the association ~~in a judgment~~
39 ~~or decree~~ INCURS in any action or suit FOR A JUDGMENT OR DECREE
40 brought by the association under this section.

41 (II) A COURT SHALL DETERMINE REASONABLE ATTORNEY FEES IN
42 ACCORDANCE WITH RULE 121 SEC. 1-22 OF THE COLORADO RULES OF CIVIL
43 PROCEDURE.

1 (b) AN ASSOCIATION IS NOT ENTITLED TO RECOVER ATTORNEY
2 FEES UNDER SUBSECTION (7)(a) OF THIS SECTION FOR ATTORNEY FEES
3 INCURRED BEFORE THE ASSOCIATION HAS COMPLIED WITH THE NOTICE
4 REQUIREMENTS OF SECTION 38-33.3-209.5 (1.7)(a) WITH REGARD TO ANY
5 MATTER FOR WHICH THE ASSOCIATION IS REQUIRED TO COMPLY WITH THE
6 NOTICE REQUIREMENTS OF SECTION 38-33.3-209.5 (1.7)(a).

7 (12) IF A UNIT HAS BEEN FORECLOSED, A MEMBER OF THE
8 EXECUTIVE BOARD, AN EMPLOYEE OF A COMMUNITY ASSOCIATION
9 MANAGEMENT COMPANY REPRESENTING THE ASSOCIATION, AN EMPLOYEE
10 OF A LAW FIRM REPRESENTING THE ASSOCIATION, OR AN IMMEDIATE
11 FAMILY MEMBER, AS DEFINED IN SECTION 2-4-401 (3.7), OF ANY SUCH
12 EXECUTIVE BOARD MEMBER, COMMUNITY ASSOCIATION MANAGEMENT
13 COMPANY EMPLOYEE, OR LAW FIRM EMPLOYEE SHALL NOT PURCHASE THE
14 FORECLOSED UNIT.

15 **SECTION 5.** In Colorado Revised Statutes, 38-33.3-316.3,
16 **amend (2); repeal (3); and add (4) and (5) as follows:**

17 **38-33.3-316.3. Collections - limitations - violations.** (2) A
18 payment plan negotiated between the association or a holder or assignee
19 of the association's debt, whether the holder or assignee of the
20 association's debt is an entity or a natural person, and the unit owner
21 pursuant to this section must permit the unit owner to pay off the
22 deficiency in equal installments over a period of at least ~~six~~ EIGHTEEN
23 months. Nothing in this section prohibits an association or a holder or
24 assignee of the association's debt from pursuing legal action against a unit
25 owner if the unit owner fails to comply with the terms of ~~his or her~~ THE
26 UNIT OWNER'S payment plan. A unit owner's failure to remit payment of
27 ~~an~~ THREE OR MORE agreed-upon ~~installment~~ INSTALLMENTS PURSUANT TO
28 SECTION 38-33.3-209.5 (7)(a)(III)(B), or to remain current with regular
29 assessments as they come due during the ~~six-month~~ EIGHTEEN-MONTH
30 period, constitutes a failure to comply with the terms of ~~his or her~~ THE
31 UNIT OWNER'S payment plan.

32 (3) ~~For purposes of this section, "assessments" includes regular~~
33 ~~and special assessments and any associated fees, charges, late charges,~~
34 ~~attorney fees, fines, and interest charged pursuant to section 38-33.3-315~~
35 ~~(2).~~

36 (4) IF A UNIT OWNER WHO HAS BOTH UNPAID ASSESSMENTS AND
37 UNPAID FINES, FEES, OR OTHER CHARGES MAKES A PAYMENT TO THE
38 ASSOCIATION, THE ASSOCIATION SHALL APPLY THE PAYMENT FIRST TO THE
39 ASSESSMENTS OWED AND ANY REMAINING AMOUNT OF THE PAYMENT TO
40 THE FINES, FEES, OR OTHER CHARGES OWED.

41 (5) IF AN ASSOCIATION HAS VIOLATED ANY FORECLOSURE LAWS,
42 THE UNIT OWNER IN RELATION TO WHOM THE VIOLATION OCCURRED MAY,
43 WITHIN FIVE YEARS AFTER THE VIOLATION OCCURRED, FILE CIVIL SUIT IN

1 A COURT OF COMPETENT JURISDICTION AGAINST THE ASSOCIATION TO SEEK
2 DAMAGES. THE COURT MAY AWARD THE UNIT OWNER DAMAGES IN AN
3 AMOUNT OF UP TO TWENTY-FIVE THOUSAND DOLLARS, PLUS COSTS AND
4 REASONABLE ATTORNEY FEES, IF THE UNIT OWNER PROVES THE VIOLATION
5 BY A PREPONDERANCE OF THE EVIDENCE.

6 **SECTION 6.** In Colorado Revised Statutes, 13-6-403, **amend** (1),
7 (2) introductory portion, and (2)(h) as follows:

8 **13-6-403. Jurisdiction of small claims court - limitations.**

9 (1) (a) ~~On and after January 1, 1996,~~ The small claims court ~~shall have~~
10 HAS concurrent original jurisdiction with the county and district courts in
11 all civil actions in which the debt, damage, or value of the personal
12 property claimed by either the plaintiff or the defendant, exclusive of
13 interest and ~~cost~~ COSTS, does not exceed seven thousand five hundred
14 dollars, including such civil penalties as may be provided by law. By way
15 of further example, and not limitation, the small claims court ~~shall have~~
16 HAS jurisdiction to hear and determine actions in tort and assess damages
17 ~~therein~~ IN TORT ACTIONS not to exceed seven thousand five hundred
18 dollars.

19 (b) The small claims court division ~~shall also have~~ ALSO HAS
20 concurrent original jurisdiction with the county and district courts in
21 actions where a party seeks:

22 (I) TO ENFORCE RIGHTS AND RESPONSIBILITIES ARISING UNDER THE
23 DECLARATION, BYLAWS, COVENANTS, OR OTHER GOVERNING DOCUMENTS
24 OF A UNIT OWNERS' ASSOCIATION, AS DEFINED IN SECTION 38-33.3-103 (3),
25 IN RELATION TO DISPUTES ARISING FROM ASSESSMENTS, FINES, OR FEES
26 OWED TO THE UNIT OWNERS' ASSOCIATION AND FOR WHICH THE AMOUNT
27 AT ISSUE DOES NOT EXCEED SEVEN THOUSAND FIVE HUNDRED DOLLARS,
28 EXCLUSIVE OF INTEREST AND COSTS.

29 (II) To enforce a restrictive covenant on residential property and
30 the amount required to comply with the covenant does not exceed seven
31 thousand five hundred dollars, exclusive of interest and costs; ~~in actions~~

32 (III) ~~Where a party seeks~~ Replevin if the value of the property
33 sought does not exceed seven thousand five hundred dollars; and ~~in~~
34 ~~actions~~

35 (IV) ~~Where a party seeks~~ To enforce a contract by specific
36 performance or to disaffirm, avoid, or rescind a contract and the amount
37 at issue does not exceed seven thousand five hundred dollars.

38 (2) The small claims court ~~shall have no~~ HAS ONLY THAT
39 jurisdiction ~~except that~~ specifically conferred upon it by law, AS
40 PROVIDED IN SUBSECTION (1) OF THIS SECTION. In particular, it ~~shall have~~
41 ~~no~~ DOES NOT HAVE jurisdiction over the following matters:

42 (h) Actions involving injunctive relief, except as required to:

43 (I) ENFORCE RIGHTS OR RESPONSIBILITIES ARISING UNDER THE

1 DECLARATION, BYLAWS, COVENANTS, OR OTHER GOVERNING DOCUMENTS
2 OF A UNIT OWNERS' ASSOCIATION, AS DEFINED IN SECTION 38-33.3-103 (3),
3 AND INCLUDING ACTIONS SEEKING DECLARATORY RELIEF;

4 ~~(F)~~ (II) Enforce restrictive covenants on residential property;
5 ~~(H)~~ (III) Enforce the provisions of section 6-1-702.5; ~~C.R.S.~~;
6 ~~(HH)~~ (IV) Accomplish replevin; and
7 ~~(IV)~~ (V) Enter judgments in actions where a party seeks to enforce
8 a contract by specific performance or to disaffirm, avoid, or rescind a
9 contract;

10 **SECTION 7. Act subject to petition - effective date -**
11 **applicability.** (1) This act takes effect at 12:01 a.m. on the day following
12 the expiration of the ninety-day period after final adjournment of the
13 general assembly; except that, if a referendum petition is filed pursuant
14 to section 1 (3) of article V of the state constitution against this act or an
15 item, section, or part of this act within such period, then the act, item,
16 section, or part will not take effect unless approved by the people at the
17 general election to be held in November 2022 and, in such case, will take
18 effect on the date of the official declaration of the vote thereon by the
19 governor.

20 (2) This act applies to conduct occurring on or after the applicable
21 effective date of this act."

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