

BYLAWS  
OF  
EAGLE'S NEST TOWNHOUSES OF MT. CRESTED BUTTE  
CONDOMINIUM ASSOCIATION

Amended by a majority vote of the Board of Directors on August 1, 2016.

ARTICLE I.  
Purposes and Objects

Section 1. Purposes and Objects. The purpose for which this non-profit corporation is formed is to govern Eagle's Nest Townhouses of Mt. Crested Butte, a condominium, situate in Gunnison County, Colorado, in accordance with the terms and conditions of the Condominium Declaration for Eagle's Nest Townhouses of Mt. Crested Butte, the Articles of Incorporation, and the Bylaws of this corporation. The name of this corporation shall be Eagle's Nest Townhouses of Mt. Crested Butte Condominium Association.

Section 2. Compliance. All present or future owners, tenants, future tenants or any other person who might use the facilities of the project in any manner, are subject to the regulations set forth in these Bylaws. The mere acquisition or rental of any of the condominium units of that project or the mere act of occupancy of said units will signify that these Bylaws are accepted, ratified and will be complied with.

ARTICLE II.  
Membership

Section 1. Automatic Membership. The owner of a condominium unit, upon becoming such owner, shall be entitled and required to be a member of the Association and shall remain a member for the period of his ownership.

Section 2. One Membership. There shall be one membership in the Association for each condominium unit. That membership shall be appurtenant to the condominium unit and shall be transferred automatically by a conveyance of that condominium unit to any new owner. Each membership shall be entitled to one (1) vote and in the event that the membership is held by more than one owner the vote may be cast only as a single unit and split or divided votes of membership shall not be allowed.

Section 3. Transfer. No person other than an owner may be a member of the Association and a membership may not be transferred except in connection with the conveyance or transfer of the condominium units; provided, however, that such membership may be assigned to the holder of a mortgage as further security for the loan secured by the lien of the mortgage holder upon the condominium unit.

Section 4. Person. The term "person" for the purpose of membership shall include a corporation, partnership, trust, joint venture or other legal entity which has valid title to any condominium unit. Any officer, director or partner of such entity may exercise the membership rights of the entity and shall further be entitled to serve on the board of directors and as an officer of the corporation.

Section 5. Termination. Such membership shall terminate without any formal corporation action whenever such person ceases to own a condominium unit, but such termination shall not relieve or release any such former member from any liability or obligation incurred under or in any way connected with Eagle's Nest Townhouses of Mt. Crested Butte during the period of such ownership and membership in this corporation, or impair any rights or remedies which the board of directors of the corporation or others may have against such former owner and member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

ARTICLE III.  
Meetings

Section 1. Annual Meeting. The annual meeting of the members of the corporation shall be held on the first Monday in August. At the annual meeting the membership shall elect the board of directors, as further provided for herein, and shall transact such other business as may properly come before it.

Section 2. Special Meetings. Special member meetings may be called at any time by the board of directors or upon a petition signed by a majority of the members. No business shall be transacted at a special meeting except as stated in the public notice unless by consent of three-fourths of the owners present, either in person or by proxy.

Section 3. Notice of Meetings. The board of directors shall deliver notice of the time, date, and place of each member meeting to each member not less than ten (10) days nor more than fifty (50) days prior to the date fixed for the member meeting. Any member may waive notice of any member meeting. The attendance of a member at a member meeting shall constitute a waiver of notice of such meeting, except where a member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any member meeting shall be required to be specified in a waiver of the notice of such meeting.

Section 4. Quorum. A majority of the members of the corporation in good standing as defined in Article X, Section 1 and in actual attendance in person, by proxy or by electronic conference at any annual or special meeting of the corporation shall constitute a quorum at such meeting for the purpose of transacting business. If a quorum be present, the affirmative vote of the majority of the members present at such meeting in person or by proxy and entitled to vote on the subject matter shall be the act of the membership, unless the vote of a greater number is required by the Articles of Incorporation, the laws of the State of Colorado or the Condominium Declaration for Eagle's Nest Townhouses of Mt. Crested Butte.

Section 5. Voting of Proxies. At all meetings of the members, a member may vote by proxy executed in writing by the member, or his duly authorized attorney in fact. Such proxy shall be filed with the secretary-treasurer for the corporation before or at the time of the meeting. No proxy shall be valid after eleven months from the date of its execution unless otherwise provided in the proxy.

Section 6. Cumulative Voting. Cumulative voting for directors shall not be allowed.

Section 7. Order of Business. The order of business at the annual meeting, and as applicable at any special meeting shall be as follows:

1. Roll Call,
2. Proof of notice of meeting,
3. Reading and approval of any unapproved minutes,
4. Reports of officers and committees,
5. Election of directors,
6. Unfinished business,
7. New business,
8. Adjournment.

Section 8. Majority of Members. The term “majority of members” shall mean the owners of more than fifty percent of the condominium units.

ARTICLE IV.  
Board of Directors

Section 1. Number of Directors. The number of directors shall be no less than three (3) and no more than six (6) which number shall include a president, vice-president and secretary-treasurer. Each director shall hold office for three years.

Section 2. Powers and Duties. The board of directors shall have the powers and duties necessary for the administration of the affairs of the corporation and for the operation and maintenance of a condominium project. Such powers and duties shall include, but not be limited to, the following:

- (a) To administer and enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations and all other provisions set forth in the Condominium Declaration submitting the property to the provisions of the Condominium Ownership Act of the State of Colorado.
- (b) To establish, make and enforce compliance with such reasonable house rules as may be necessary for the operation, use and occupancy of this condominium project with the right to amend the same from time to time. A copy of such rules and regulations shall be delivered to each member promptly upon the adoption thereof.
- (c) To keep in good order, condition, and repair all of the general and limited common elements and all items of personal property, if any, used in the enjoyment of the entire premises. Maintenance, repair, replacement, or improvement of the general or common elements and personal property, if any, shall not require the prior approval of the membership, except as required in the Condominium Declaration. Construction of new additions to general and limited common elements shall require the prior approval of the members, prior to which members shall be informed of the following: the effect on a unit owner in reference to his obligation for payment of the common expenses; the effect on a unit owner in reference to his ownership interest in the existing general and limited common elements and new general and limited common elements; the effect on a unit owner in reference to his voting power in the association.
- (d) To insure and keep insured all of the insurable general common elements as provided in the Condominium declaration.
- (e) To fix, determine, levy and collect the monthly prorated assessments to be paid by each of the owners towards the gross expenses of the entire premises and by majority vote of the board of directors to adjust, decrease or increase the amount of the monthly assessments over expenses and cash reserves due the owners at the end of the each operating year. To levy and collect special assessments whenever in the opinion of the board of directors it is necessary to do so in order to meet increased operating or maintenance expenses or costs, or additional capital expenses, or because of

emergencies. All monthly or other assessments shall be in itemized statement form and shall set forth the detail of the various expenses for which the assessments are being made.

(f) To collect delinquent assessments by suit or otherwise and to enjoin or seek damages from an owner as is provided in the Declaration and these Bylaws. The collection policy is as follows:

a. 30 days delinquent- statements will include a courtesy reminder and interest at the rate of 1.5% per month will be charged.

b. 60 days delinquent- owners will receive a letter advising of the related consequences including the foreclosure on the condo by the association, additional interest and the accrual of related legal fees.

c. 90 day delinquent- owners will receive a letter from the association demanding payment within 14 days and if payment is not received in stated time, the association reserves the right to act on any legal means available.

(g) To protect and defend the entire premises from loss and damage by suit or otherwise.

(h) To borrow funds in order to pay for any expenditure or outlay required to execute all such instruments evidencing such indebtedness as the board of directors may deem necessary and such indebtedness shall be the several obligation of all the owners in the same proportion as their interest in the general common elements.

(i) To enter into contracts within the scope of their duties and powers.

(j) To establish a bank account for the common treasury and for all separate funds which are required or may be deemed advisable by the board of directors.

(k) To keep and maintain full and accurate books and records showing all of the receipts, expenses or disbursements and to permit examination thereof at any reasonable time by each of the owners, and to cause a complete audit of the books and accounts by a competent certified public accountant once a year.

(l) To prepare and deliver annually to each owner a statement showing all receipts, expenses or disbursements since the last such statement.

(m) To make estimations of the annual budget based on reasonable expectations of expenses. Unless the board of directors determines otherwise in a particular instance, there shall be no division of the assessment charge between general and limited common elements.

(n) To designate the personnel necessary for the maintenance and operation of the general and limited common elements, including the power to engage a managing agent and the delegate to such agent the powers of the board of directors to manage the Association on a day to day basis.

(o) In general, to carry on the administration of this corporation and do all the things necessary and reasonable in order to carry out the communal aspect of condominium ownership.

Section 3. Tenure. Each Director shall hold office for a term of three years from the date of his election and until his successor shall have been elected and qualified to office, subject only to the provisions of Article V, Section 3.

Section 4. Qualification. The directors shall be members of the corporation.

Section 5. Rotation of Board. The terms of at least one-third of the members of the board shall expire annually.

Section 6. Elections. Elections for the board of directors shall be by ballot, either oral or written, with the person receiving the highest number of ballots cast for such director vacancy being declared elected. Elections shall be effective immediately.

Section 7. Vacancy and Removal. The board of directors is empowered to fill any vacancy that may occur in its own body, or among the officers of the corporation, and the person so appointed to

such office shall hold that office until expiration of the term of the person he succeeds. Whenever it appears to the members to be in the interests of the association that a member of the board be removed from office, such removal may be effected by an affirmative vote of the majority of the members in good standing.

Section 8. Compensation. No director shall be entitled to receive any compensation as a director of the corporation; provided, however, that he may be reimbursed for any actual expenses incurred in the performance of his duties as such director.

Section 9. Chairman and Secretary. The president of the corporation shall be chairman of the board of directors and the secretary of the corporation shall be secretary of the board of directors.

Section 10. Regular Meetings. The regular annual meeting of the board of directors shall be held without other notice than this Bylaw immediately after, and at the same place as, the annual meeting of the members of the corporation. Additional regular meetings may be held at a time and place as determined by the board of directors.

Section 11. Special Meetings. Special meetings of the board of directors may be called by the president or any two directors. Such special meeting shall be held at a time and place designated in the notice of such meeting.

Section 12. Quorum. A majority of the board of directors shall constitute a quorum for the transaction of business at any meeting of the board of directors. The act of the majority of directors present at a meeting at which a quorum is present shall be the act of the board of directors, unless the act of a greater number of directors is required by the Articles of Incorporation, the statutes of the State of Colorado or the Condominium Declaration of Eagle's Nest Townhouses of Mt. Crested Butte.

Section 13. Notice. Notice of any regular meeting or any special meeting of the board of directors shall be given at least two days previous thereto by written notice, except that after the regularity of certain meetings is established and communicated to each director, no further notice thereof shall be required unless and until such regularity is disrupted. Any director may waive notice of any meeting. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the expressed purpose of objecting to a transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the board of directors need be specified in a waiver of notice of such meeting.

Section 14. Proxy. At all meetings of the Board of Directors, a director may vote by proxy executed in writing by the Director, or his duly authorized attorney in fact. Such proxy shall be filed with the secretary-treasurer for the corporation before or at the time of the meeting. No proxy shall be valid after eleven months from the date execution unless otherwise provided in the proxy.

#### ARTICLE V. Officers

Section 1. Number. The officers of the corporation shall be a president, a vice president, a secretary and a treasurer. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the board of directors.

Any two or more offices may be held by the same person, except the offices of president and secretary.

Section 2. Tenure. The officers set forth in Section 1 of this Article shall be elected at the annual meeting of the board of directors of the corporation and shall hold office until the next annual meeting of the board of directors and until their successors have been elected and qualified.

Section 3. Qualifications. The officers, president, vice president, secretary and treasurer shall be members of the board of directors. Any additional officers elected or appointed by the board of directors need not be members of the board of directors of the corporation.

Section 4. Election. The officers of the corporation shall be elected by the board of directors by ballot, oral or written, with the person receiving the majority of the ballots cast for such office being declared elected.

Section 5. Vacancy. A vacancy in any office because of the death, resignation, removal, disqualification or inability to act shall be filled by the board of directors for the unexpired portion of the term of that office.

Section 6. President. The president shall be the principal executive officer of the corporation and, subject to the control of the board of directors, shall in general supervise and control all business and affairs of the corporation. He shall, when present, preside at all meetings of the members and of the board of directors. He may sign, with the secretary or any other proper officer of the corporation thereunto authorized by the board of directors, deeds, mortgages, contracts or other instruments, and in general, shall perform all duties incident to the office of the president and such other duties as may be prescribed by the board of directors from time to time.

Section 7. Vice President. In the absence of the president, or in the event of his death or inability or refusal to act, the vice president shall perform the duties of the president, and when so acting, shall have all the powers of and be subject to all the restrictions upon the president and shall perform such other duties as from time to time may be assigned to him by the president and by the board of directors.

Section 8. Secretary. The secretary shall: (a) keep the minutes of the member meetings and of the board of directors meetings in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these bylaws; (c) be custodian of the corporate records; and (d) in general, perform all duties incident to the office of secretary and such other duties as from time to time may be assigned by the president or by the board of directors.

Section 9. Treasurer. The treasurer shall: (a) if required by the board of directors, give a bond for the faithful discharge of his duties in such a sum and with such surety or sureties, as the board of directors shall determine; (b) be responsible for all funds of the corporation; receive; and give receipts for monies due and payable to the corporation from any source whatsoever; deposit all such monies in the name of the corporation in such banks as shall be selected in accordance with the provisions of Article VI of the bylaws; sign checks and drafts for payment of corporate funds; and (c) in general, perform all of the duties as from time to time may be assigned to him by the president or by the board of directors.

Section 10. Salaries. Officers of the corporation may receive salary or compensation for their services in such office, if in the discretion of the board of directors, it is deemed necessary and reasonable.

ARTICLE VI.  
Contract, Loans, Checks and Deposits

Section 1. Contracts. The board of directors may authorize, by resolution, any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

Section 2. Loans. No loans shall be contracted on behalf of the corporation and no evidences of indebtedness shall be issued in its name unless authorized by resolution of the board of directors. Such authority may be general or confined to specific instances.

Section 3. Checks, Drafts, etc. All checks, drafts or other orders of payment of money, notes or other evidences of indebtedness issued in the name of the corporation shall be signed by any two of the following officers of the corporation or their delegate:

President  
Vice President  
Secretary  
Treasurer

Section 4. Deposits. All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies, or other depositories as the board of directors may elect.

Section 5. Inspection. The members and the mortgagees of the members shall have the right to inspect the records of receipts and expenditures of the board of directors pursuant to CRS § 38-33-107 at convenient weekday business hours.

Section 6. Statement of Account. Subject to further provisions of the Condominium Declaration for Eagle's Nest Townhouses of Mt. Crested Butte, upon ten (10) days notice to the manager, managing agent, or board of directors, the association shall furnish a requesting member with a statement of the member's account setting forth the amount of any unpaid assessments or other charges due and owing from such member.

Section 7. Statement Regarding Facilities. The following major recreational facilities shall be available to members, their tenants, and their guests without fee beyond the regular assessments, except that in appropriate cases the board of directors may require cleaning fees for the use thereof: none.

ARTICLE VII.  
Fiscal Year

The fiscal year of the corporation shall begin on the first day of September and terminate on the thirty first day of August of each year.

ARTICLE VIII.  
Seal

No corporate seal shall be required to be used by the association or the board of directors.

ARTICLE IX.  
Indemnification of Officers and Directors.

The corporation shall indemnify every officer or manager, his heirs, executors and administrators, against all loss, costs and expense, including counsel fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been an officer or director of the corporation, except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence, or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the corporation is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his duties as such officer or director in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such officer or director may be entitled. All liability, loss, damage, costs and expenses incurred or suffered by the corporation by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the corporation as common expenses; provided, however, that nothing in this Article shall be deemed to obligate the corporation to indemnify any member or owner of a condominium unit who is or has been an officer or director of the corporation with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of the Condominium Declaration for Eagle's Nest Townhouses of Mt. Crested Butte as a member or owner of a condominium unit covered hereby.

ARTICLE X.  
Obligation of the Owners.

Section 1. Assessments. Except as is otherwise provided in the Condominium Declaration for Eagle's Nest Townhouses of Mt. Crested Butte, all owners shall be obligated to pay the monthly assessments imposed by the corporation to meet the common expenses. The assessments shall be made pro rata according to percentage interest in and to the general common elements and shall be due monthly in advance. A member shall be deemed to be in good standing and entitled to vote at any annual meeting or at a special meeting of members, within the meaning of these bylaws, if and only if he shall have fully paid all assessments made or levied against him and the condominium unit owned by him. Accounts in arrears shall be handled per Exhibit 1 to the bylaws, as approved by the Board of Directors on January 8, 2014.

Section 2. Rules and Regulations. The board of directors shall have the power to establish, make and enforce compliance with such rules and regulations as may be necessary for the operation, use and occupancy of the condominium project with the right to amend the same from time to time.



ARTICLE XI.  
Amendments, Notice, and Technology

Section 1. Amendments. These bylaws may be altered, amended or repealed and new bylaws adopted by the board of directors at any meeting upon affirmative vote of not less than two-thirds of the entire membership of the board of directors.

Section 2. Notice. Whenever any notice is required to be given hereunder or under the laws of Colorado, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Unless otherwise noted herein or in the Condominium Declaration for Eagle's Nest Townhouses of Mt. Crested Butte, all notices shall be in writing and may be delivered electronically or physically. Electronic notices shall be effective when sent. Except as otherwise provided herein, physical notices shall be conclusively presumed to be received three (3) business days after deposition, with sufficient payment, in the U.S. Mail or with a commercial carrier; provided that physical hand delivery without the use of the U.S. Mail or a commercial carrier shall be effective when hand delivered. Each member and director shall be responsible for providing the association with accurate and timely written contact information, including a valid email address. The association shall be responsible for providing the members with accurate and timely written contact information, including a valid email address.

Section 3. Technology. Meetings may be held by means of conference telephone or other means that allow the attendees to communicate with each other in real time or near-real time. Such participation shall constitute presence at the meeting. The execution of voting may occur by any means, physical, electronic, or otherwise, that the board of directors or its delegate reasonably deems reliable and convenient.

**EXHIBIT 1**  
**TO THE BYLAWS**  
**EAGLE'S NEST TOWNHOUSES OF MT. CRESTED BUTTE**  
**CONDOMINIUM ASSOCIATION,**  
a Colorado nonprofit corporation

**COLLECTION POLICY**

The following Collection Policy was adopted on the 8th day of January, 2014, by the Board of Directors ("Board") of Eagle's Nest Townhouses of Mt. Crested Butte Condominium Association, a Colorado nonprofit corporation ("Association"), as additional rules and regulations of the Association pursuant to §§ 38-33.3-209.5, 38-33.3-316 & 38-33.3-316.3, C.R.S.

NOW, THEREFORE, BE IT RESOLVED, that the Association does hereby adopt its Collection Policy, which shall be effective on the 1st day of January, 2014, as follows:

1. Assessments. For purposes of this Collection Policy, "assessments" or "regular assessments" include regular and special assessments and any associated fees, charges, late charges, attorney's fees, fines and interest. Assessments shall be paid in monthly installments, as determined by the Board, on or before the tenth (10th) day of the month when such assessment is due. If an assessment is not paid by the tenth (10th) day of the month when the assessment is due, the assessment is delinquent.

2. Late fees, Fines & Interest. If the full amount of any assessment is not received by the

Association's managing agent by the tenth (10th) day of the month in which the assessment is due, the assessment shall be delinquent. Delinquent assessments shall bear interest at the rate of eighteen percent (18%) per annum from the date of delinquency until paid in full. The Association may also impose a \$10.00 late fee to any unpaid assessment and charge a \$25.00 fee for any bounced or returned check.

3. **Prior to Referral to Legal Counsel.** Prior to referring a delinquent account to the Association's attorney or to a collection agency, the Association shall mail the delinquent owner, via certified mail return-receipt requested, at the mailing address on file with the Association's managing agent, a notice of the delinquency that specifies:

- a. The total amount due with an accounting of how the total was determined;
- b. Whether the opportunity to enter into a payment plan exists pursuant to Section 4 below and instructions for contacting the Association to enter into a payment plan;
- c. The name and contact information for the individual the unit owner may contact to request a copy of the unit owner's ledger in order to verify the amount of the debt; and
- d. That action is required to cure the delinquency and that failure to do so within thirty (30) days may result in the following:
  - i. The unit owner's delinquent account being turned over to the Association's attorney or a collection agency;
  - ii. A lawsuit being filed against the owner;
  - iii. The filing and foreclosure of a lien against the unit owner's property;
  - iv. A court ordered receivership in favor of the Association against the owner's condominium unit; and/or
  - v. Any other remedies available under Colorado law.

#### 4. Payment Plans.

a. *Eligibility.* A unit owner is entitled to enter into a payment plan with the Association so long as the unit owner has not already entered into a payment plan pursuant to this Collection Policy. If a unit owner has previously entered into a payment plan with the Association pursuant to this Collection Policy, it is at the discretion of the Board whether to permit such unit owner to enter into another payment plan, or whether to pursue the legal remedies permitted under Colorado law for collection of delinquent Association accounts.

b. *Terms.* Any payment plan entered into between the Association and a delinquent unit owner shall permit the unit owner to pay-off the delinquency in equal installments over a period of at least six (6) months. The unit owner must also remain current with regular assessments as they come due during the payment plan time period. A unit owner's failure to remit payment of an agreed upon payment plan installment, or to remain current with regular assessments as they come due during the payment plan period, constitutes a failure to comply with the terms of the payment plan. If a unit owner fails to comply with terms of a payment plan, the Association may pursue the legal remedies permitted under Colorado law for collection of delinquent Association accounts.

5. **Application of Payments.** Payments received by the Association shall be applied in the following order, as may be applicable:

- a. Attorney's fees and legal costs and expenses;
- b. Fines, late charges and interest;

c. Returned check charges and other costs owing or incurred with respect to such owner; and

d. Assessments due or to become due with application of the payment to the most long-standing delinquent assessment first.

6. Legal Remedies. In the event a unit owner does not comply with a payment plan or is not eligible for a payment plan, the legal remedies available to the Association to collect a unit owner's delinquent account are as follows:

a. A lawsuit by the Association against the delinquent owner;

b. The filing and foreclosure of a lien against the unit owner's property, but only if:

i. The balance of the assessments and charges secured by the lien equals or exceeds six (6) months of common expense assessments based on a periodic budget adopted by the Association; and

ii. The Board has formally resolved, by a recorded vote, to authorize the filing of a legal action against the specific unit on an individual basis. The Board may not delegate its duty to act under this subsection to any attorney, insurer, manager, or other person, and any legal action filed without evidence of the recorded vote authorizing the action must be dismissed.

c. Referral of the delinquent account to the Association's attorney or a collection agency; and/or

d. The Association may apply to be a court-appointed receiver of the subject unit.

7. Exceptions. In the event a unit owner does not occupy the condominium unit and has acquired the condominium unit as a result of a default of a security interest encumbering the condominium unit or by foreclosure of an Association lien, the Association shall not be required to offer a payment plan to such owner and may proceed directly to the legal remedies available under Colorado law.

8. Conflict of Laws. In the event of a conflict between this Collection Policy and the Association's Condominium Declaration, Bylaws, or any other policy, rule or regulation of the Association, this Collection Policy shall control.