

**CROSSROADS TOWNHOME ASSOCIATION
RULES AND REGULATIONS**

(Adopted June 2003)

**(Amended February 2006) (Amended April 2008) (Amended January 2009) (Amended April 2010) (Amended April 2011) (Amended October 2011) (Amended November 2012) (Amended September 2013) (November 2013) (Revised January 2014) (Revised December 2014) (Revised October 2015)
(Revised March 2016) (Revised May 2016) (Revised December 2021)**

A. General Unit & Common Area Rules

These Rules and Regulations are adopted by the Board of Directors pursuant to the Bylaws of the Association.

ALL OWNERS AND NON-OWNERS, OCCUPANTS, GUESTS, RENTERS, OR RENTAL AGENCIES SHALL COMPLY WITH THESE RULES AND REGULATIONS.

1. **Pets.** Only Owners may have pets. Renters are not permitted to keep pets. Dogs, cats, or other household pets (a maximum of two (2) pets per unit) may be kept provided they are not kept, bred, or maintained for any commercial purposes, and shall be subject to the Rules and governmental ordinances or laws. Dogs shall be always leashed when outside a unit. Pet waste must be picked up immediately and disposed of properly. In no instance can a pet be chained or tied within the General Common Elements. If an animal becomes a nuisance to other occupants, the owner or person having control of the animal shall be given a written notice to correct the problem, and if not corrected, the owner, upon written notice, will be required to remove the animal. Owners having animals assume full responsibility for personal injury or property damage caused by the pet. Each animal owner indemnifies the Association and its agents and holds them harmless against any loss, claim, or liability of any kind of characters whatsoever arising from or growing out of having an animal in the project.
2. The Association assumes no liability for, nor shall it be liable for, any loss or damage to articles left or stored in any unit or common areas.
3. Residents (owners, occupants, guests, renters) shall not make or permit any act which unreasonably interferes with the rights, comforts, or convenience of any other occupant. This applies to any disturbing noise, smell (including but not limited to smoking), or other activity that could reasonably be considered a nuisance at the discretion of the board.
4. Owners shall be responsible for providing keys to friends, renters, or persons occupying their unit. If a rental agency is involved, it shall be the agency's responsibility to distribute keys to the renter. At no time is the Association/management company responsible for providing access to private townhome units. Only people who are authorized by an owner or rental agency will be given access to any unit.
5. Any damage to common elements or common personal property caused by the owner, guest, tenant, or invitee of a unit owner shall be repaired at the expense of that owner.
6. Personal property shall not be left in common areas.
7. **Exterior Modifications:** No work of any kind shall be done upon any unit's exterior walls or any common elements by any unit occupant. Exterior wiring for electrical installation or any other purpose (e.g., satellite dish, television or radio antennae, air conditioning units, telephone), shall not be installed except as may be expressly authorized and approved by the Association's Board of Directors.

Exterior elements have the potential to damage items the HOA is responsible for; therefore, these guidelines must be strictly followed, and the BoD must be notified prior to installation. Crossroads Townhomes HOA is not responsible for damage to units (e.g., water damage due to a leak, trim, or siding damage) due to poor installation. Upon external element removal, the homeowner is responsible to repair the holes made in the siding/trim. For all units; external elements cannot be installed on a roof and there can only be one entry point for the cable into the unit. External elements cannot be installed on the third-floor level. For the units along Meadow Drive (the row units), external elements can only be installed on the alley side. Installation on the cul-de-sac units will be on a case-by-case basis, as approved by the BOD since there is no consistency in building orientation

8. Unit owners are responsible for the actions of their guests, renters, and agents (including but not limited to rental agents and contractors)
9. Owners are responsible to ensure both short-term and long-term rentals comply with all town and county regulations.
10. Garbage and trash shall be disposed of only by use of garbage disposal units or by use of an HOA-provided dumpster.
11. Fireworks of any kind shall not be stored, carried, ignited, displayed, or exploded on any part of the Crossroads Townhomes property, except as expressly authorized by the Board of Directors.
12. Unit entry doors are not required to be keyed to a master key system. Owners who wish to permit the management company access to their home for the purpose of security checks, etc. must notify the managing agent in writing and provide a key to the Property Management Department. Rules regarding this arrangement are set by the property manager and the relationship is a private one between owner and property manager.
13. All equipment, furniture, tools, and other personal property shall be kept within each Unit. Storage of personal property (other than patio furniture, hot tubs, gas grills/fire pits) is not permitted on decks or grounds (e.g., bicycles, skis, snowboards, furniture, coolers, etc.). BBQ grills and fire pits (gas only) are allowed on decks only, BBQ grills and fire pits are not permitted on front or back porches.
14. All garage doors are to be kept closed except when entering or leaving, or when the unit owner/renter is working in the garage.
15. Owner and HOA responsibilities. The exterior of the buildings is a shared responsibility between the HOA and owners. Changes to and replacement of doors (garage and unit entry), windows, and decks require Architectural Approval as defined in section B.
 - a. The exterior of the garage (door panels) is an HOA responsibility. All interior areas of the garage, including but not limited to garage door openers, tracks, cables, springs, etc. are the responsibility of the unit owner.
 - b. Unit entry doors/frames are an owner's responsibility (maintenance and/or replacement). The HOA is only responsible for exterior painting when the exterior painting of the complex is done. Any door replacement requires the approval of the Board prior to installation.
 - c. Windows and window frames are the responsibility of owners. Any damage resulting from failed or leaking windows is the responsibility of the owners.

d. Deck boards are the responsibility of the owners.

B. **Procedure for Architectural Approval for Modifications to Crossroads Townhomes.** To obtain approval of modification plans for exterior modifications, there must be a Board review of the following:

1. Complete detailed plans including dimensions and detailed specifications, all drawn to scale, including materials to be used.
2. The name of the contractor and evidence of the contractor's bondability.
3. Copies of all applications for building permits and inspection for code compliance.
4. Evidence of Builder's Risk Insurance.
5. Personal letter of request for modifications by the actual owner.
6. Owner must comply/meet with his/her detailed plans as specified in section 9.A. above and complete the work satisfactorily as judged by the Crossroads Townhomes Board.
7. Owner must have written approval by three Board members before beginning modification.
8. Upon completion of the modification, an inspection by Board members and/or the property manager will be conducted. The owner will be contacted prior to this inspection.

C. **PARKING/VEHICLES**

1. Any traffic flow markings and signs regulating traffic or parking on the premises shall be strictly observed.
2. Common driveways shall not be obstructed or used for any other purpose than ingress and egress.
3. Vehicles in non-operative condition or unregistered vehicles parked on Crossroads Townhome grounds shall be towed. The cost of towing will be paid by the owner of the unit or the owner of the vehicle. Working on vehicles is not permitted in common areas (e.g., overflow parking) except for emergency repairs.
4. No house trailer, recreation vehicle, camping trailer, boat trailer, hauling trailer, or boat or accessories thereto, commercial trucks or vans of any type shall be parked, stored, or maintained on Crossroads Townhome grounds, including the streets adjoining the grounds unless the same is stored, parked, or maintained wholly within the enclosed garage area of the unit of the Owner thereof.
5. All vehicles (recreational or not) must meet the following size restrictions: Maximum height of 109"; maximum width of 86.5"; maximum length of 290". The maximum weight is 7,500 pounds. Regardless of unit dimension allowance, no vehicle may occupy more than one parking space and shall not restrict access to adjoining driveways or parking spaces. Owners are subject to fines for such violations.
6. Parking in the cul-de-sac shall only occur if overflow spaces are full, shall not violate the ordinance, restrict traffic, or impede emergency vehicles, and vehicles shall be moved for snow removal operations.

7. **Exterior Parking:** Overflow parking is intended for visitors. Owners and renters should park their privately owned vehicles within their garage. Each unit will be issued one parking permit with a permit number that allows one vehicle to be parked in the overflow parking areas located at the south side of the alleyway and in the cul-de-sac. Parking permits provided by other management agencies are not valid. Each vehicle parked in an exterior overflow space must abide by the following rules:

- a. The vehicles parked in overflow parking must have the unit's parking permit on the vehicle's dashboard/rearview mirror so that the permit number is easily visible from outside the vehicle.
- b. The vehicle may be parked in the overflow parking provided it is a regularly driven vehicle (not being stored). A regularly driven vehicle is defined as a vehicle that is regularly used and not parked for longer than 48 hours in the same parking spot. Vehicles belonging to short-term visitors may also be parked in the overflow parking spaces but will count against the one (1) vehicle per unit limit.
- c. Vehicles parked in the overflow parking without a valid permit that is easily visible on the dashboard/rearview mirror may be towed immediately with no notice.
- d. Vehicles parked in violation of the overflow parking rules *with* a valid permit are subject to fines in accordance with the penalty schedule defined in Section E.
- e. All vehicles parked in exterior spaces must be moved for snow removal every time there is measurable snowfall.
- f. Replacement pass fees are as follows:
 - (1) \$25 for the first replacement.
 - (2) \$50 for the second replacement.
 - (3) After that, the price of replacement passes will escalate by \$25 per pass replacement to a maximum of \$100 for all subsequent replacement passes.Owners are responsible for the cost of replacing missing permits
- g. Parking in front of garages is permitted only for those cul-de-sac/alleyway units that have room to do so without impeding traffic or garage access for neighboring units. Units that MAY park in front of their garage are:

711 A	687 A
711 B	687 B
705 A	685 A
705 B	685 B
691 A	683 A
691 B	683 B
689 A	681 A
689 B	681 B

Units that MAY NOT park in front of their garage are:

741 A	729 B
741 B	723 A
735 A	723 B
735 B	717 A
729 A	717 B

Any vehicles parked outside the garage that obstructs traffic or garage access for neighboring units will be subject to ticketing and/or towing at the owner's expense.

- h. Vehicles in violation of any parking regulations are subject to ticketing and/or towing without notice at the owner's expense.

D. In accordance with Article VIII, 8.3 of the Declaration, "The deductible amount, if any, on any insurance policy purchased by the Executive Board may be treated as a Common Expense payable from Annual Assessments or Special Assessments, or as an item to be paid from working capital reserves established by the Executive Board; alternatively, **the Executive Board may treat the expense as an assessment against an Owner whose unit is specifically affected** by the damage or whose negligence or willful act resulted in damage."

1. The Association or its management company shall retain for no less than three years any evidence received from the buyer of any unit in compliance with 38-35.7-102 [[Colorado Revised Statutes Title 38. Property Real and Personal](#) § 38-35.7-102. *Disclosure--common interest community--obligation to pay assessments--requirement for architectural approval*].

2. **Comcast Digital Cable Boxes:** All Comcast Digital Cable boxes that were added as part of the digital upgrade in 2013 are the financial responsibility of each unit owner. The HOA and the Managing Agent have no fiscal responsibility for these boxes. Should a unit sell, it is up to the buyer and seller to ensure all boxes are accounted for. The same holds if the unit is rented and there is a change in tenancy. Owners are solely responsible for the digital cable boxes.

E. **Enforcement of Rules and Regulations.**

The Board of Directors has the authority to institute a schedule of reasonable charges against owners or their agents for violation of these Rules and Regulations, the Bylaws, the Declaration, and the Articles of Incorporation. Reasonable procedures (including notice of alleged violations and opportunity to be heard by a grievance committee) shall be implemented by the Board. All fees, charges, and penalties imposed by the Board and costs incurred by the Association in enforcing the Rules and Regulations, By-Laws, and Condominium Declaration of the Association shall be charged to the violating owner. Each day that a violation continues after notice shall be considered a separate violation.

The Board shall have the authority to take any remedial action it deems appropriate in the event of a violation of these Rules and Regulations, the By-Laws, or the Declaration, including assessment of charges and penalties, the filing of a lien, the filing of an action for injunction or money judgment, and/or filing of a suit for unlawful detainer.

The foregoing Rules and Regulations are subject to amendment by the Board of Directors.

PENALTY SCHEDULE (Succeeding violations within 12 months from the date of the latest violation will result in additional fines.)

1 st Offense:	A written warning.
2 nd Offense:	\$100 assessment against the owner of the unit.
3 rd Offense:	\$200 assessment against the owner of the unit.
4 th Offense:	\$300 assessment against the owner of the unit.
5 th and each following Offense:	\$500 assessment against the owner of the unit.

F. **PROCEDURE FOR COLLECTION OF DELINQUENT ACCOUNTS.** Policy adopted 11/27/13; effective 1/1/14. The policy is attached to these Rules and Regulations.

POLICY
GOVERNING THE COLLECTION OF UNPAID ASSESSMENTS
FOR CROSSROADS TOWNHOMES HOMEOWNERS' ASSOCIATION
(Adopted November 27, 2013 – Effective January 1, 2013)

WHEREAS,

- A. The Crossroads Townhomes Homeowners Association (the "Association") is the unit owner's association for Crossroads Townhomes.
- B. The Association is required to adopt a written policy governing the collection of unpaid assessments pursuant to C.R.S. § 38-33.3-209.5(5) as amended effective January 1, 2014.

NOW, THEREFORE, the Association adopts the following Policy Governing the Collection of Unpaid Assessments (the "Collection Policy"):

- 1. Use of Terms.
 - 1.1. Capitalized terms not otherwise defined in this Collection Policy have the same meaning as in the Declaration.
 - 1.2. The term "Assessment" refers to all fees, charges, late charges, attorney fees, fines, and interest imposed by the Association. Except as noted in this Collection Policy, all Assessments are treated the same.
 - 1.3. The term "Regular Assessment" refers to the periodic payments due from each Owner to the Association and is commonly known as "dues."
 - 1.4. The term "Special Assessment" refers to irregular payments due from each Owner to the Association from time to time.
- 2. Mandatory Nature of and Effect of Policy. The Association is required to follow this Collection Policy governing the collection of unpaid Assessments. Notwithstanding the foregoing, the Association's failure to comply with this Collection Policy shall in no event limit an Owner's liability for unpaid Assessments, which are always each Owner's responsibility. This Collection Policy shall supersede any provision of the declaration, bylaws, articles, or rules and regulations to the contrary. It replaces all previous collection policies that may have been adopted by the Association. The imposition of fines is governed by a separate fine policy; however, once fines are imposed, they are subject to enforcement under this Collection Policy.
- 3. Due Date and When Past Due and Delinquent.
 - 3.1. Each Regular Assessment must be paid to the Association on or before the first day of each month and is late after the 15th.
 - 3.2. Each Special Assessment must be paid to the Association at a date to be fixed by the Executive Board at the time of imposing the Special Assessment.
 - 3.3. All other Assessments must be paid immediately from the time they are imposed.
 - 3.4. All Assessments will be considered past due and delinquent if not paid by the Owner by the due date.
 - 3.5. If an owner fails to pay any Regular Assessments when due, the Association may accelerate and call due to the entire balance of Regular Assessments for the remainder of the fiscal year and require the Owner to pay them immediately. The Association may later elect to decelerate the account if desired.

4. Late Fees. The Association will impose a late fee of \$50 for each payment that is past due and delinquent.
5. Interest. The Association will impose interest of 18% per annum on unpaid Assessments compounding monthly on the first day of each month.
6. Returned-Check Charges. Any Owner whose check, draft, or order for the payment of money upon any bank, depository, person, firm, or corporation is not paid upon its presentment is liable to the Association as provided in C.R.S. § 13-21-109 (the bad check statute). For purposes of the bad check statute, the bad check charge will be \$20.00. Nothing herein shall prevent the Association from referring the matter to the appropriate authority for criminal prosecution.
7. Collection Process.
 - 7.1. Billing and Notice Policy. The Association will endeavor to send each Owner periodic statements. Sending statements is a courtesy only and does not affect an Owner's liability for unpaid Assessments, which are always the Owner's responsibility. No excuses. Statements shall be sent to the Owner's last known address and Owners are responsible for making sure the Association has current billing information. **The risk of non-delivery of notices is at all times on the Owner.** Owners may request that notices be sent to a designated electronic mail address. Otherwise, notices shall be sent by regular mail and/or certified mail.
 - 7.2. **Payments. Payments may only be made by depositing funds to the Association's bank account.** Information about payment options may be obtained from the Association's manager. **Payment may not be delivered directly to the Association's manager at its offices or by mail and, to the extent that the Association accepts a payment delivered directly to the Association's manager, the payment will be deemed paid when actually deposited into the Association's account by the manager even if there is a delay that causes additional charges to accrue on the account.**
 - 7.3. Notice of Delinquency. Before the Association turns over a delinquent account to a collection agency or refers it to an attorney for legal action, the Association, or its managing agent, will send the Owner at least one "Notice of Delinquency" in substantially the form attached as **Exhibit A**. The Association may send an Owner any number of Notices of Delinquency before proceeding with more formal collection action without prejudice to its collection rights. Payments will be applied as provided in the Notice of Delinquency and the Association's acceptance of less than the full amount owed shall never constitute accord and satisfaction or affect the Association's rights with respect to the collection of the balance except as expressly acknowledged by the Association in writing.
 - 7.4. Referral to Collection Agency or Attorney. If an Owner has not paid the full amount owed on a delinquent account within thirty (30) calendar days after the mailing of a Notice of Delinquency, the Association **will** turn over the account to a collection agency or refer it to an attorney for legal action. A delinquent owner is liable for all collection costs, including attorney's fees, with or without suit. It shall be reasonable for the attorney to charge up to \$275 per hour for collection and/or customary flat rates. The minimum charge for attorney fees for any referral to the Association's attorney is \$300. The collection agency or attorney may pursue the collection of the account using any means permitted by law, including through the appointment of a receiver. Once the Association turns the account over to a collection agency or refers it to an attorney for legal action, all subsequent communications regarding the account must be handled through the collection agency or attorney until the matter is resolved.

8. Payment Plan and Forbearance.
 - 8.1. The Association will make a good faith effort to coordinate with a delinquent Owner to set up a payment plan ("Payment Plan"), except that this section does not apply if the Owner does not occupy the unit and has acquired the property as a result of (a) a default of a security interest encumbering the unit; or (b) foreclosure of the Association's lien, or the Owner has previously entered into a Payment Plan. For purposes of this provision, an Owner does not occupy the unit and is not entitled to a Payment Plan, if the Owner is a legal entity such as a limited liability company, corporation, partnership, or trust.
 - 8.2. The Payment Plan will be in a form agreed by the Association and the Owner. In general terms, the Payment Plan will permit the Owner to pay the deficiency in equal installments over a period of at least six months. The Owner will be required to agree to the amount owed and to stipulate to judgment and foreclosure of the Association's lien if the Owner does not pay as required by the Payment Plan. The Payment Plan will include other terms as required by the Association. If the Association and the Owner are unable to agree to the final terms of a Payment Plan after a reasonable opportunity for negotiation, the Association may proceed with collection of the account through any means permitted by law. The Association is entitled to charge the Owner for its attorney fees relating to the preparation and negotiation of a Payment Plan.
 - 8.3. The Association may, in its discretion, forebear enforcement of this Collection Policy, including entering into forbearance agreements with delinquent Owners, if it determines this to be in the best interest of the Association.
 - 8.4. No agreement is enforceable unless reduced to a writing signed by the Association and the Owner.
9. Suspension of Voting Rights. An Owner's voting rights shall be automatically suspended during any period that the Owner is delinquent in payment of Assessments.
10. Effect of Bankruptcy. If any Owner files bankruptcy, the Owner will not be personally responsible for Assessments accruing before the Owner filed bankruptcy but will be responsible for all Assessments accruing after the Owner filed bankruptcy. A bankruptcy filing shall not affect the Association's right to claim a lien for any unpaid Assessments. The Association may immediately turn the matter over to its attorney upon receipt of notice that an Owner filed bankruptcy.
11. Charge for Accounting. Any request for an accounting pursuant to C.R.S. § 38-33.3-316(8) shall be accompanied by payment of \$50.00 for the cost of responding to the request; the time for the Association to respond to such request shall run from when the payment is made.
12. Lien for Assessments. The Association has a lien on each unit for the full number of unpaid Assessments. The Association is not required to record a special notice of its lien in the public records, but it may choose to do so, and the delinquent Owner will then be responsible for a \$50 lien filing fee. The lien can be foreclosed to satisfy the debt in like manner as a mortgage on real estate subject to the following restrictions:
 - 12.1. The balance of the Assessments must equal or exceed six months of Regular Assessments based on a periodic budget adopted by the Association before the commencement of any foreclosure; and
 - 12.2. The Executive Board must formally resolve, by a recorded vote, to authorize the filing of a foreclosure action on an individual basis. The Executive Board may not delegate its duty to act under this provision. For purposes of this provision, a "recorded vote" is one in which the

individual votes of the members of the Executive Board voting for the resolution, or the fact that the vote was unanimous, are reflected in the records of the Association and/or the resolution. The resolution will be filed in the foreclosure action. The members of the Executive Board may vote concerning such resolution by electronic mail and are not required to personally sign the resolution if it is signed by at least one officer for the Association. Signatures may be transmitted electronically.

13. Assignment of Collection Rights. The Association may assign its collection rights to any person and that person will then have all rights and responsibilities of the Association with respect to the assigned rights. When the Association assigns its collection rights, the assignee shall receive the right to collect the Assessments as of a specified date together with all collection expenses, including attorney fees, relating to those Assessments. Assessments accruing after the date of any such assignment will be paid to the Association in the normal course and the Association will retain all collection rights with respect to them such that an Owner may be delinquent regarding paying Assessments to the assignee and current regarding paying Assessments to the Association. Once the Association assigns its collection rights, the Owner must deal directly with the assignee with respect to the Assessments assigned. The Association may enter into "standby" agreements whereby it agrees not to take enforcement action with respect to new Assessments until an assignee completes enforcement with respect to assigned Assessments. Enforcement of new Assessments and assigned Assessments may take place concurrently and the Association and the assignee may assert concurrent enforcement rights in a single enforcement action coordinated by them subject to an agreement concerning the final disposition of proceeds. These arrangements will not affect an Owner's obligations with respect to unpaid Assessments and are therefore not subject to challenge by Owners.
14. Effect of Prior Decisions and Business Judgment Rule. The Association is not bound to decisions with respect to one set of facts and circumstances when it comes to its decisions regarding another set of facts and circumstances concerning the enforcement of this Collection Policy. The Association's actions are governed by the business judgment rule, which holds that good faith acts of the directors of the Association that are within the powers of the Association and exercise of honest business judgment are valid.

EXHIBIT A

[Date]

[Name of Owner]
[Address]

Re: Notice of Delinquency

Dear Owner:

As an Owner of a unit in *** (name of association), you are obligated to pay common expense assessments to the Association. Our records show that your account is delinquent. Pursuant to the Association's Collection Policy and applicable law, you are hereby given Notice of Delinquency as follows:

Total amount due: ***

Whether the opportunity to enter into a payment plan exists:

Yes, there is an opportunity for you to enter into a payment plan pursuant to the Collection Policy and applicable law. If you wish to discuss your options, please contact the Association's attorney, Noah Klug, by sending an email to Noah@TheKlugLawFirm.com referencing your name, unit number, mailing address, and phone number, and the fact that you would like information about a payment plan. Mr. Klug will then review the account and contact you with information about your payment plan options.

No, there is not an opportunity for you to enter into a payment plan because:

To our knowledge, you do not occupy the unit and you acquired the property as the result of a default of a security interest encumbering the unit or foreclosure of the Association's lien; or

You previously entered into a payment plan with the Association.

The name and contact information for the individual you may contact to request a copy of your ledger in order to verify the amount of the debt:

*** (name and contact information)

ACTION IS REQUIRED TO CURE THE DELINQUENCY AND FAILURE TO DO SO WITHIN THIRTY (30) CALENDAR DAYS MAY RESULT IN YOUR DELINQUENT ACCOUNT BEING TURNED OVER TO A COLLECTION AGENCY, A LAWSUIT BEING FILED AGAINST YOU, THE FILING AND FORECLOSURE OF A LIEN AGAINST YOUR PROPERTY, OR OTHER REMEDIES AVAILABLE UNDER COLORADO LAW.

The method by which payments may be applied on your delinquent account:

Payments received on your account will be applied first to the oldest Assessments imposed on the account.

The legal remedies available to the Association or its assignee to collect on your delinquent account pursuant to the governing documents and Colorado law:

The legal remedies may include obtaining a money judgment against you personally and then enforcing the judgment as provide by law; foreclosing the Association's lien encumbering your unit; obtaining a receiver for your unit; suspending your voting rights in the Association; accelerating and calling due your account; turning over your account to a collection agency; referring your account to an attorney for legal action; imposing late charges, interest, collection costs and attorney fees on your account; reporting information about your account to a credit agency; and all other remedies provided by law.

Fair Debt Collection Practices Acts Notice

FOR INFORMATION ABOUT THE COLORADO FAIR DEBT COLLECTION PRACTICES ACT, SEE WWW.AGO.STATE.CO.US/CADC/CADCMAIN.CFM.

A consumer has the right to request in writing that a debt collector or collection agency cease further communication with the consumer. A written request to cease communication will not prohibit the debt collector or collection agency from taking any other action authorized by law to collect the debt.

This is an attempt to collect a debt and any information obtained will be used for that purpose.

The amount of the debt is \$* as of ***.**

The name of the creditor to whom the debt is owed is *.**

Unless you dispute the validity of the debt, or any portion thereof, within thirty calendar days after receipt of this notice, the debt will be assumed to be valid.

If you notify us in writing within the thirty-day period that the debt, or any portion thereof, is disputed, we will obtain verification of the debt and a copy of such verification will be mailed to you.

Upon your written request within the thirty-day period, we will provide you with the name and address of the original creditor if different from the current creditor.

The provision of this notice is not to be construed as evidencing any legal status.