

PINEMARK TOWNHOMES ASSOCIATION, LTD.
RULES AND REGULATIONS
ADOPTED 09/13/2007

(Revised 12/13/08) (Revised 12/09) (Revised 9/11) (Revised 3/14) (Revised 5/19)

The following Rules and Regulations are implemented for the operation of the Pinemark Association. It is the desire of the Association to maintain a clean, neat and orderly property at all times and to provide a safe and quiet living environment for those occupying the premises.

- 1) Townhomes and Common Areas
 - a) The Association assumes no liability for, nor shall it be liable for, any loss or damage to articles left or stored in any townhome or common area.
 - b) Owners are responsible for any disturbance coming from their property or any act, which unreasonably interferes with the rights, comforts or convenience of any Pinemark Townhome occupant.
 - c) All signs regulating traffic and parking on the premises shall be strictly enforced.
 - d) In accordance with the Declaration of Covenants, Conditions and Restrictions of Pinemark Townhomes Article VI, Exterior Maintenance: In the event an Owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.” To further clarify Owner/HOA responsibilities:

Owners are responsible for maintaining the exterior integrity, safety and appearance of their townhome, including but not limited to, windows, doors, roofs, skylights, sidewalks, sidewalk snow removal, stairs, fences, lighting, decks, heat tape and gutters, and siding repair. Owners are also responsible for annual fireplace/chimney inspections and cleaning if necessary. The Manager will arrange for inspection and bill owners.

Siding maintenance includes replacement and repainting of deteriorated siding material that poses an appearance or integrity issue.

Roof maintenance includes replacement of broken or missing shingles, and removal of inordinate snow and ice accumulation that may affect the integrity of the unit or adjacent units. This is to include the removal or control of snow or ice accumulation that may adversely impact the unit or adjacent units due to ice-damming and resultant water leakage into the unit or adjacent units, or damage to the roof structure itself. Whether occurring through negligence or willful neglect, repair of such damage to an individual unit will be the responsibility of the individual owner. Repair of such damage to adjacent units will be the responsibility of the owner whose roof caused the damage. If there is an insurance claim on the HOA's policy the deductible will be paid by owner of the roof that caused the damage.

Deck maintenance includes snow removal. Any accumulation of snow or ice must be removed within 10 days after it exceeds 18 inches in any area of the upper deck.

Owners are responsible for monitoring snow accumulation and removing it in a timely manner.

The Association is responsible for maintaining all common areas and maintenance of the following: snow removal from parking lot, dumpster enclosure, exterior painting of all townhome buildings, and roof replacement.

- e) Owners are responsible for any damage to common elements caused by themselves or their guests or tenants. The Owner will promptly repair the damage at his/her own expense, subject to the Board of Directors approval. For the safety of the townhomes, Owners are responsible for cleaning their chimneys, as recommended by the HOA annual inspection report of their fireplaces.

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- f) Sidewalks and entrances to townhomes shall not be obstructed or used for any other purpose than ingress and egress. Storage of personal property that is visible from the street or from another Owner's property is strictly prohibited. Personal property shall not be left in any common area.
- g) All modifications to the exterior of the townhomes must be consistent with the appearance of the complex and must have prior Board approval.
- h) Townhome Owners are responsible for the actions of their guests, renters and agents, including rental agents and contractors.
- i) Garbage and trash shall be disposed of only by use of the dumpster located in the enclosure in the front of the parking lot. The trash dumpster is provided for the use of Pinemark Townhomes only.
- j) Management is not responsible for providing access to townhome units.
- k) Procedures for Collection of Unpaid Assessments/Dues: Per Colorado statute, a collection policy meeting all legal requirements was adopted on 12/19/13 and became effective 1/14/14. The policy is attached to these Rules and Regulations.
- l) Owners are required to provide a key to their unit or lock box access to the Managing Agent.

2) Animals

- a) Owners having animals assume full responsibility for personal injury or property damage caused by the animal, and indemnifies the Association and its agents and holds them harmless against any loss, claim or liability of any kind of character whatsoever, arising from, or growing out of having an animal on Pinemark Townhomes property.
- b) Owners are required to clean up after their animals on the property as well as Pinemark Townhomes common areas.
- c) In accordance with town regulations, all dogs must be kept on a leash.

- d) Owners will be given a written notice of any animal that becomes a nuisance. If not corrected, the Owner will be subject to the existing penalties and may be required to remove the animal.
- e) Anyone other than owners and family are not permitted to have animals in their townhomes or on any Pinemark property.

3) Parking

- a) Two parking spaces are assigned to each townhouse. For townhomes with a garage, one space in addition to that in front of the garage will be assigned. The remaining spaces are designated for visitor use. The space in front of the dumpster is not a parking space.
- b) Vehicles in violation of parking rules will be subject to towing, without notification, and for fines as noted under Remedies, Section (d).

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- c) Vehicles in non-operative condition will be towed at the Owner's expense. Working on vehicles is not permitted, except for emergency repair.
- d) No commercial vehicles and/or trailers may be parked overnight in the parking area.
- e) Owners will be notified by the Manager or Board of Directors of the snow removal policy. If vehicles are not moved according to this policy, they are subject to towing at Owner's expense or subject to a fine as noted under Remedies.

4) Remedies

- a) 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 By-Laws and the Declaration of Covenants, Conditions and Restrictions of Pinemark Townhomes. Costs incurred by the Association in enforcing these Rules and Regulations, the By-Laws and the Declaration of Covenants of Pinemark Townhomes will be charged to the violating Owner.
- b) 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 and the Declaration of Covenants of Pinemark Townhomes, including assessment of charges and penalties, the filing of a lien, the filing of and action for injunction or money judgment, or filing of a suit for unlawful detainer.
- c) There are five types of offenses: (1) late payment of dues, (2) exterior maintenance, (3) animal control, (4) disturbance, and (5) parking. Owners have one month from the 15th to correct a violation of late payment of dues. Owners have 24 hours to correct violations (2) exterior maintenance, (3) animal control, (4) disturbance, and (5) parking. Each additional period will escalate the assessment against the owner.
- d) Penalty schedule for each type of offense within each calendar year:

1 st Offense:	Written warning
2 nd Notice:	\$ 50.00 assessment against Owner
3 rd Notice:	\$100.00 assessment against Owner
4 th Notice:	\$150.00 assessment against Owner
5 th Notice:	\$200.00 assessment against Owner

For example: Owners will receive a warning if a renter has an animal on their property. If the animal is not removed within 24 hours, the owner will be assessed a \$50.00 fine. If the offense is not corrected within the first 24 hour period, an additional \$100.00 fine will be incurred and so forth, for each 24-hour period. Each type of offense will be treated separately.

- e) The foregoing Rules and Regulations are subject to amendment by the Board of Directors.
- f) Enforcement of the Rules and Regulations, the By-Laws and the Declaration of Covenants of Pinemark Townhomes is the responsibility of the Manager. In the absence of the Manager, any member of the Board of Directors may issue the appropriate warning/notice.

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- g) Oral or written communication of warnings and assessments by the Manager or a member of the Board of Directors shall be required under this Remedies Section. It is the responsibility of each Owner to maintain an accurate e-mail address and phone number with Management and the Board of Directors.
- h) Appeal of Fine. In the event an Owner objects to the issuance of a warning and/or notice, the Owner may submit a written appeal to the Board of Directors for reconsideration of said warning or notice. The decision of the Board of Directors will be final.

Violations of HOA Rules & Regs prompt Penalties

In accordance with the newly revised HOA Rules and Regulations, the Board of Directors has instituted a schedule of penalties for violation of the new Rules.

There are five types of offenses: late payment of dues, exterior maintenance, animal control, disturbance, and parking.

- 1st Offense: Written warning
- 2nd Notice: \$ 50.00 assessment against Owner
- 3rd Notice: \$100.00 assessment against Owner
- 4th Notice: \$150.00 assessment against Owner
- 5th Notice: \$200.00 assessment against Owner

For example: Owners will receive a warning if a renter has an animal on their property. If the animal is not removed within 24 hours, the Owner will be assessed a \$50.00 fine. If the offense is not corrected within the first 24-hour period, an additional \$100.00 fine will be incurred and so forth, for each 24-hour period. Each type of offense will be treated separately.

If the Property Manager or one of the Directors determines that a violation has occurred, the responsible Owner will receive, via email, a warning. If the violation is not corrected within the 24-hour period, then a notice will be sent to the responsible Owner.

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FORM – Notice of Dues Violation

**Pinemark Townhomes Association, Ltd.
Breckenridge, Colorado 80424**

WARNING OF DUES VIOLATION

Date: _____, 20____ Time: _____
Unit: _____ Owner: _____

Nature of Violation:

REMEMBER: YOU HAVE UNTIL THE 15TH OF NEXT MONTH TO CORRECT THE VIOLATION TO AVOID ASSESSMENT OF ANY PENALTY.

- 1st Offense: Written warning
- 2nd Notice: \$ 50.00 assessment against Owner
- 3rd Notice: \$100.00 assessment against Owner
- 4th Notice: \$150.00 assessment against Owner
- 5th Notice: \$200.00 assessment against Owner

FORM – Warning of Violation

**Pinemark Townhomes Association, Ltd.
Breckenridge, Colorado 80424**

WARNING OF VIOLATION

Date: _____, 20____ Time: _____
Unit: _____ Owner: _____

Nature of Violation:

REMEMBER: YOU HAVE 24 HOURS FROM THE TIME OF THIS WARNING TO CORRECT THE VIOLATION TO AVOID ASSESSMENT OF ANY PENALTY.

- 1st Offense: Written warning
- 2nd Notice: \$ 50.00 assessment against Owner
- 3rd Notice: \$100.00 assessment against Owner
- 4th Notice: \$150.00 assessment against Owner
- 5th Notice: \$200.00 assessment against Owner

Notice sent to: _____

By: _____

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FORM – Notice of Fine

**Pinemark Townhomes Association, Ltd.
Breckenridge, Colorado 80424
_____ NOTICE**

Date: _____, 20____ Time: _____

Unit: _____ Owner: _____

Nature of Violation:

YOU HAVE FAILED TO CORRECT THE VIOLATION OF WHICH YOU HAVE BEEN NOTIFIED.

You are being assessed _____, in accordance with the following schedule:

- 1st Offense: Written warning
- 2nd Notice: \$ 50.00 assessment against Owner
- 3rd Notice: \$100.00 assessment against Owner
- 4th Notice: \$150.00 assessment against Owner
- 5th Notice: \$200.00 assessment against Owner

Assessment should be sent to:

Notice sent to: _____

By: _____

**POLICY
GOVERNING THE COLLECTION OF UNPAID ASSESSMENTS
FOR THE PINEMARK TOWNHOMES ASSOCIATION
(Adopted 16 December, 2013 – Effective January 1, 2014)**

WHEREAS,

- A. The Pinemark Townhomes Association (the "Association") is the unit Owners' association for Pinemark 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 at all times 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.

Each Regular Assessment (aka "Dues") must be paid to the Association on or before the first day of each month and is considered past due and delinquent after the fifteenth.

- 3.1. 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.
 - 3.2. All other Assessments must be paid immediately from the time they are imposed.
 - 3.3. All Assessments will be considered past due and delinquent if not paid by the Owner by the fifteenth of each month. As outlined under Townhomes and Common Areas, Section (k) of the Association's Rules and Regulations delinquent accounts are also subject to the following:
 - 30 days delinquent: Delinquency statement sent to owner noting that interest and penalties will be added.
 - 60 days delinquent: Letter to owner showing interest and penalties as outlined in the Association's governing documents and stating intent to turn account over to an attorney for collection. All legal costs are the responsibility of the unit owner. Starting cost is \$300.
 - 90 days delinquent: Attorney will send a demand letter giving owner 15 days to respond. If no response, attorney will proceed with appropriate collection activity up to and including foreclosure.
 - 3.4. If an owner fails to pay any Regular Assessment when due, the Association may accelerate and call due 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.
1. Late Fees. The Association is entitled to impose a late fee of \$50 per month for each payment that is past due and delinquent.
 2. Interest. The Association is entitled to impose interest of 24% per annum on unpaid Assessments compounding monthly on the fifteenth day of each month.
 3. 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.
 4. Collection Process.
 - 4.1. 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 at all times 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.
 - 4.2. Payments. **Payments may only be made by direct deposit to the Association's bank account.** Information about the direct deposit process 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.**
 - 4.3. 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 accordance with the Rules and Regulations of the Association (described in detail above in Section 3.4), and substantially in the form of 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 effect the Association's rights with respect to collection of the balance except as expressly acknowledged by the Association in writing.

- 4.4. 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 Rules and Regulations of the Association, relative to the turn over of the account to a collection agency or referral to an attorney for legal action, may be enforced. 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 collection of the account using any means permitted by law, including through 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.
5. Payment Plan and Forbearance.
 - 5.1. 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.
 - 5.2. 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 in the event that the Owner does not pay as required by the Payment Plan. The Payment Plan will include other terms as required by the Association. In the event that 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 preparation and negotiation of a Payment Plan.
 - 5.3. 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.
 - 5.4. No agreement is enforceable unless reduced to a writing signed by the Association and the Owner.
6. 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.
7. 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.
8. 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.
9. Lien for Assessments. The Association has a lien on each unit for the full amount 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:

- 9.1. The balance of the Assessments must equal or exceed six months of Regular Assessments based on a periodic budget adopted by the Association before commencement of any foreclosure; and
- 9.2. 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 provided that it is signed by at least one officer for the Association. Signatures may be transmitted electronically.
10. 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 with regard to paying Assessments to the assignee and current with regard to 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.
11. 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 with regard to 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.

Pinemark Townhomes Association



President

May 30, 2019

Date

EXHIBIT A

[Date]

[Name of Owner]

[Address]

Re: Notice of Delinquency

Dear Owner:

As an Owner of a unit in the Pinemark Townhomes 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 provided 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.