

River Ridge Ranch Assessment & Collection Policy

January, 2010

Each owner of a tract is deemed to covenant by acceptance of his contract or deed for such tract, whether or not it shall be so expressed in his contract or deed, to pay the Association annual assessments. Such assessments will be established and collected by the Board as provided. Multiple tract owners must pay an assessment on each non-contiguous tract owned.

The fiscal year of the Association shall consist of the calendar year: January 1st to December 31st.

The board has currently established the annual assessment per tract owner at four hundred dollars (\$400), being due January 1st of each year. All assessments, late fees, interest and costs of collection shall be made payable to "River Ridge Ranch POA"; and addressed to:

River Ridge Ranch Property Owners' Association, Inc.
c/o Alliance Association Management
P.O. Box 64803
Phoenix, AZ 85082-4803

A discount has been approved by the board, allowing a \$50.00 discount to dues that are paid in full by the 15th of February of the given year. If there is a prior balance, it must be paid in full prior to February 15th to obtain this discount.

Payment Options

- Annually = \$400 is due if there is any unpaid balance by Feb. 15th or \$350 if the account is paid in full by Feb. 15th.
- Semi-Annually – \$200 due the 1st of January and July
- Quarterly = \$100 due the 1st of January, April, July and October

A twenty-five dollar (\$25) returned check charge will apply to any check returned by the bank.

Delinquency

Any installment of an assessment not paid by its due date shall be deemed in default. The owner of each tract which an assessment is levied shall be personally responsible for each

unpaid assessment together with all late fees, interest and costs of collection including attorney's fees and costs of court as required. A sale or transfer of any tract shall not affect the assessment lien.

If the delinquent installments of the assessments and any charges not paid in full on or before the date specified in the notice, the Board may declare all of the unpaid balance of the Annual Assessment for the current fiscal year to be immediately due and payable.

Any assessment not paid within thirty (30) days after the due date shall bear simple interest from the thirtieth (30th) day after the due date of 18% per annum.

Assessments one hundred and twenty-one (121) days past due are subject to a ten dollar (\$10) late fee, provision for simple interest at 18% and will receive a thirty (30) day notice of intent to file lien on tract if payment not received on or before 30th day of notice.

Lien

At day one hundred, fifty-one (151) when 30 day notice has exhausted, a lien against tract is filed with the attorney. A second notice of delinquency is sent to the tract owner including costs incurred to date, notice of intent to refer matter to attorney authorizing a lawsuit for foreclosure of lien and money judgment against owner for assessments, fees, interest and attorney fees and costs of collection.

The assessment lien shall be superior to the lien of any mortgage hereafter created. A sale or transfer of any tract shall not affect the assessment lien. The sale or transfer of a tract pursuant to a mortgage foreclosure or any proceeding in lieu thereof shall not extinguish the assessment lien, which becomes due prior to sale or transfer.

Foreclosure

At day one hundred and seventy five (175) a referral to the attorney for foreclosure is made, and a certified mail notice to the owner with costs incurred to date, copy of notice of lien as filed, and intent to file suit to foreclose lien and judgment for assessments and related fees and expenses.

At day two hundred and six (206) a lawsuit for judicial foreclosure of lien and judgment against tract owner for past due assessment, late fees, interest, attorney fees and other costs of collection is instituted.