

**ASSESSMENT BILLING AND COLLECTION POLICY  
DESERT BREEZES RESORT TIMESHARE OWNERS ASSOCIATION, INC.**

The following is the Assessment Billing and Collection Policy for the Desert Breezes Resort Timeshare Owners Association, Inc. (hereafter referred to as "Association") consistent with the Association's CC&R's, state statutes, and approved by your board of directors. The Managing Agent has been directed to apply this policy to all members of the Association.

**BILLING / DUE DATE:**

- a) October. Maintenance fees are billed annually prior to October for the next calendar year and are due on or before **November 1**. However, the Association allows the annual assessment to be paid in four (4) installments. If the quarterly option is selected, a one-time processing fee of \$30.00 will be charged. Additionally, when the quarterly option is selected, billing statements will be mailed for each quarterly installment at least thirty (30) days prior to the due date as shown on the following schedule. All amounts are due in U.S. funds.

<b>QUARTERLY INSTALLMENTS</b>	<b>DUE DATE</b>	<b>QUARTERLY INSTALLMENTS</b>	<b>DUE DATE</b>
First Installment	November 1	Third Installment	May 1
Second Installment	February 1	Fourth Installment	August 1

- b) Extraordinary fees (personal charges and special assessments, etc.) are due upon receipt of an invoice and delinquent if not paid within thirty (30) days of the billing date.
- c) In the first year of your ownership, unless your contract specifies otherwise, your first maintenance fee billing will be mailed within thirty (30) days after management is notified of your purchase. Payment is due on receipt and delinquent if not paid within 30 days of the billing date. Future assessments and collections will be pursuant to paragrapha.

**NOTE:** AT THE TIME OF CHECK-IN, BEFORE SUBMITTING YOUR WEEK FOR EXCHANGE PURPOSES, OR DEPOSITING YOUR WEEK IN THE RENTAL PROGRAM, THE ENTIRE YEAR'S ASSESSMENTS FOR THE YEAR YOU ARE RESERVING MUST BE PAID IN FULL REGARDLESS OF YOUR RESERVATION DATE.

**DELINQUENCY:**

If your account becomes delinquent, your reservation privileges and your right to vote in any association election may be suspended and any reservations in your name, whether confirmed or not, will be canceled. Your reservation privileges and your right to vote will be restored upon payment in full of your account balance. Reinstatement of reservation rights does not guarantee that your reservation will be reinstated, and you are subject to scheduling remaining available unreserved use weeks only.

After **NOVEMBER 15**, or 15 days after payment due date: If your payment was not received on or before November 1, or 15 days after payment due date, it is past due and a late fee of \$35.00 will be applied to your account.

After **NOVEMBER 30**, or 30 days after payment due date: A \$45.00 delinquent charge will be added to your account in addition to the previously-mentioned fees.

After **JANUARY 1**, or 60 days after payment due date: A final assessment notice, including all penalties and fees to-date, will be sent. The board of directors may, at its discretion, submit past due accounts for formal notification of default and demand for payment which may eventually result in foreclosure and loss of ownership. In this event, a legal Notice of Default is prepared and delivered, and a \$185 collection fee may be added to your past due/delinquent account balance.

After **MARCH 1**, or 120 days after payment due date: The board of directors, at its discretion, may request that any or all of the following actions be taken. The cost of each action will be an expense of the owner:

1. Engagement of a professional collection agency. (Fees may be as much as 40% of the delinquent balance and will be assessed by the collection agency.)
2. Pre-notification and subsequent recording of an assessment lien. (Fee: \$100.00)
3. Foreclosure of an assessment lien. (Fees and costs as legally permitted.)
4. Filing of a small claims suit or other legal action (Fee: \$150.00).

This statement is provided as a courtesy to assist you in making your yearly maintenance fee payment. Non-receipt of a statement does not relieve you of your financial obligation. Payment of all assessments is due in U.S funds.

**NOTE:** Dishonored payments of any kind will be assessed a \$25.00 fee. If payment is not honored for any reason, payment, including added fees, must then be paid by secured funds – cash, postal money order, or cashier's check.

**HOW TO SUBMIT YOUR 2018/2019 OWNER USE REQUESTS:**

- Online:** [www.desertbreezesresort.com/reservationrequest](http://www.desertbreezesresort.com/reservationrequest)  
**By Phone:** 800-817-4653 ext 1  
**By Email:** [ownerservices@tradingplaces.com](mailto:ownerservices@tradingplaces.com)

Visit  
[www.desertbreezesresort.com/travel](http://www.desertbreezesresort.com/travel)  
for vacation rentals, travel & cruises,  
online exchange, and more!  
**HAPPY VACATIONING!**

*Please Note: Owner Use requests are subject to availability and are NOT valid until they are confirmed in writing by Trading Places International.*