

DIAMOND RESORTS U.S. COLLECTION MEMBERS ASSOCIATION ASSESSMENT BILLING AND COLLECTION POLICY

The following was adopted by the Board of Directors.

ASSESSMENT BILLING

Members enrolled in the Monthly Maintenance Fee SurePay Program ("SurePay") will once again have the option of paying assessments in 12 automatic monthly payments. (Those who enrolled last year and wish to continue using SurePay do not need to re-enroll.) Those not enrolled in SurePay will continue paying assessments in one lump sum. Assessment invoices are included with this policy. Should you not receive an assessment notice, it does not relieve you of your responsibility for timely payment. It is up to the member to request a notice if not received and/or notify the Association of any address change.

PAYMENT DUE DATE

Those not enrolling in SurePay must pay the entire assessment in one lump sum, which is due January 15th. Those enrolled in SurePay will have a monthly payment in the amount of 1/12th of the Annual Assessment due on the 15th of each month. Please note that SurePay processing occurs in advance of the due date, typically the 1st day of each month. Payment is considered late if it is not received by the **1st day of the month following the payment due date**. Note: A \$30.00 charge will be added to the member's account for any payment that is dishonored for any reason.

LATE FEE ASSESSMENT

If your assessment is not paid in full by the 1st day of the month following the payment due date, the account becomes delinquent and the following charges will be added to all the delinquent accounts:

1. An interest charge of 18% per annum from the due date.
2. An administrative late fee of \$25.00 for each delinquent payment.

45 DAYS AFTER DUE DATE – SUSPENSION NOTICE

Management will send a final notice **45 days** after the missed due date advising the amount outstanding, and that if the account is not paid in full within **30 days** of such notice, the account is delinquent and may be submitted for collection action resulting in additional collection fees. Pursuant to the governing documents and applicable law, the notice may also state that Suspension of Use Rights will/may result if the account is not paid in full within **30 days** of such notice. **No further notice will be sent.**

30 DAYS AFTER SUSPENSION NOTICE – SUSPENSION OF USE RIGHTS AND BOARD ACTION

1. Reservation requests will not be accepted and a use rights will be suspended;
2. Previously confirmed exchanges or use rights are subject to cancellation and an exchange (deposit or confirmation) cancellation fee of \$25.00 will be charged, if applicable;
3. There is no guarantee that the member will be able to receive a confirmed reservation or exchange after the account is brought current
4. A notice fee of 5% of the past due amount may be assessed against the member's account pursuant to applicable law.
5. Use rights revoked because of delinquencies are available for Association use in accordance with the governing documents and applicable law.

60 DAYS AFTER DUE DATE – BOARD ACTION

If not paid in full within **60 days** past the due date, the Board hereby authorizes the manager to levy a collection charge and to add that amount to the account balance. Furthermore, the Board may take any additional actions to collect outstanding assessments, including but not limited to the termination and recovery of your points by the Association through enforcement its of security interest and in such points and your membership in full satisfaction of any amounts you owe to the Association.

Once termination proceedings commence, partial payments or installments of any kind will not be accepted except as required by state law.