

GOLD RIDGE FOREST PROPERTY OWNERS ASSOCIATION ASSESSMENT DELINQUENCY POLICY

Prompt payment of Assessments by all owners is critical to the financial health of the Gold Ridge Forest Property Owners Association ("Association") and to the enhancement of the property values of our homes. Your Board of Directors ("Board") takes very seriously its obligation under the Declaration of Covenants, Conditions and Restrictions (CC&R's) and the California Civil Code to enforce the members' obligation to pay assessments. The policies and practices outlined shall remain in effect until such time as they may be changed, modified, or amended by a duly adopted resolution of the Board of Directors. The following are the Association's assessment practices and policies.

1. Assessments, late charges, interest, and collection cost, including any attorneys' fees or cost of collection, are the personal obligation of the owner of the property at the time the assessment or other sums are levied.
2. Regular quarterly assessments are due and payable on the first day of each quarter: January 1, April 1, July 1, and October 1. A courtesy billing statement may be sent just prior to each new quarter to the owner's billing address of record with the Association. **However, it is the owner of record's responsibility to pay each assessment in full each quarter regardless of whether a statement is received.** All other assessments, including Special Assessments, are due and payable on the date specified by the Board on the Notice of Assessment, which date will not be less than thirty (30) days after the date of the notice of the Special Assessment. Unless otherwise prescribed by law, all written notices, correspondence, and documents regarding an assessment or delinquency matter will be sent to the owner's U.S. Mail or email address of record. It is the owner's responsibility to promptly notify the Association of any change of mail or email address of record.
3. Any payments made shall be first applied to assessments owed, and only after the assessments owed are paid in full shall such payments be applied to late charge, interest, and collection expenses, including attorney's fees, unless the owner and the Board enter into a written agreement stating that payments shall be applied in a different manner.
4. Assessments not received within fifteen (days) of the stated due date are delinquent and shall be subject to a late charge **NOT EXCEEDING 10 PERCENT OF THE DELINQUENT ASSESSMENT OR \$10.00, WHICHEVER IS GREATER, for each delinquent assessment per QUARTER.**
5. An interest charge at the rate of 12% per annum will be assessed against any outstanding balance, including delinquent assessments, late charges and cost of collection which may include attorney's fees. Such interest charges shall accrue thirty (30) days after the assessment becomes due and shall continue to be assessed each month until the account is brought current.
6. If a Special Assessment is payable in installments and an installment payment of that special assessment is delinquent for more than thirty (30) days, all installments will be accelerated and the entire unpaid balance of the Special Assessment shall become immediately due and payable. The remaining balance shall be subject to a late charge and interest as provided above.
7. When an assessment becomes delinquent, a first notice of past due assessment ("late letter") may, as a courtesy, be sent to the owner.
8. If an assessment is not paid within fifteen (15) days after the assessment becomes delinquent, the Board or its attorney or collection agent, may send a pre-lien letter to the owner as prescribed by the California Civil Code to the owner's address of record advising of the

delinquent status of the account and impending collection action. The owner will be charged a fee for the pre-lien letter.

9. If an owner fails to pay the amounts set forth in the pre-lien letter by the specified due date, the Board may authorize its collection agency or attorney to record a lien for the amount of any delinquent assessments, late charges, interest and/or costs of collection, including attorney's fees, against the owner's property. The owner will be charged for the fees and costs of preparing and recording the lien. Thirty (30) days following recordation of the lien, the lien may be enforced in any manner permitted by law, including judicial or non-judicial foreclosure.
10. If an owner, within thirty (30) days from the date of recordation of the lien, pays to the Association, under protest, all amounts required by the California Civil Code (the amount of assessments, late charges, interest, all fees and costs to date of preparing and filing the lien, including attorney's fees, not to exceed the statutory allowance), the owner may request resolution of the assessments dispute by Alternative Dispute Resolution as outlined in the California Civil Code or by other available procedures.
11. An owner is entitled to inspect the Association's accounting books and records to verify the amounts owed.
12. In the event it is determined that the owner has paid the assessments on time, the owner will not be liable to pay the charges, interests, and costs of collections associated with collection of those assessments.
13. Any owner who is unable to pay assessments will be entitled to make a written request for a payment plan to be considered by the Board. An owner may also request to meet with the Board in executive session to discuss a payment plan. The Board will consider payment plan requests on a case-by-case basis and is under no obligation to grant payment plan requests. If the Board agrees to a payment plan, a written agreement to the terms and conditions of the plan, including the amount to be paid each month, must be signed by the owner and the Board. If the owner thereafter fails to fully comply with the terms and conditions of the payment plan agreement, then the Board may decide to cancel the payment plan agreement and proceed as permitted by the California Civil Code.
14. Nothing herein limits or otherwise affects the Association's right to proceed in any lawful manner to collect any delinquent sums owed to the Association.
15. Prior to the release of any lien or dismissal of any legal action, all assessments, late charges, interest, and costs of collection, including attorney's fees, must be paid in full to the Association.
16. The address to mail assessment payments is:
Gold Ridge Forest POA
4101 Opal Trail
Pollock Pines, CA 95726
17. The return check fee is \$25.00 or the legally permissible amount for any check put through our the Association's bank two times. Replacement will be in cash or certified funds.