

DELINQUENT ASSESSMENT COLLECTION AGREEMENT

Bellavita at Green Tee ("Association") and Red Rock Financial Services, an RMI Management, LLC company ("Red Rock") agree to the following:

1. PURPOSE OF AGREEMENT.

The Association hereby hires and appoints Red Rock to represent and act as an agent of the Association in collecting delinquent homeowner association assessments and/or fines.

2. APPOINTMENTS.

The Association hereby appoints Red Rock as its authorized agent for the purpose of preparing, executing, and signing all documents related to the pre-legal collection process.

The Association will need to be represented by a licensed Texas attorney for all judicial action regarding the collection process, including preparation of pleadings and other documents that require legal training or the application of legal principles to factual situations. The Association has first opportunity to select an attorney of its own choosing. As a service to the Association, Red Rock will provide the Association with a list of one or more attorneys whose customary fees for their services is charged under the same cost model as Red Rock's. The fee arrangement must be established directly between the Association and the attorney, in which arrangement Red Rock shall not participate. Red Rock shall not exercise or attempt to exercise control of the attorney in the handling of the Association's claims, and Red Rock does not have the right to do so. Although the Association can authorize Red Rock to refer matters to a particular attorney, and to continue correspondence of a routine nature with the attorney on behalf of the Association, the Association shall be free at all times to communicate directly with the attorney. The Association is under no obligation to use an attorney from the list provided and Red Rock will work with any attorney the Association retains. Red Rock's agreement with the Association is for pre-legal collection work only.

The Association further authorizes Red Rock to prepare, execute, and sign any other documents, correspondence, or other effects necessary to effectively collect the delinquent assessments, as deemed appropriate by Red Rock. The Association authorizes Red Rock to communicate verbally and in writing with the delinquent homeowners in an effort to collect the debt. Red Rock shall not compromise or settle any delinquent account with an owner for a reduced sum without the written consent of the Association.

3. RED ROCK'S FEES AND COSTS.

The Association authorizes Red Rock to charge and collect all fees and costs associated with each service provided in the collection process in accordance to the current schedule of fees described in Exhibit "A" and attached hereto. Red Rock may also charge interest on outstanding collection fees and costs at the maximum rate allowed by law.

Such collection fees and costs shall be billed monthly to the Association. Red Rock's fees and cost shall become due and payable by the Association under the following terms:

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- (1) the date that the account is paid in full;
- (2) the date that the property relating to the account is foreclosed upon;
- (3) the date that the account is closed at the request of the Association; or
- (4) when the account is deemed uncollectable

4. PAYMENT PROCESSING.

Red Rock shall deposit all payments received for the payment of delinquent assessments into a trust account maintained by Red Rock at an FDIC insured banking institution. These funds shall be paid to the Association within 30 days upon clearance of the funds and in accordance with state law.

The Association agrees to forward all payments received on accounts that have been assigned to Red Rock to Red Rock's office.

5. RED ROCK REPORTING.

Red Rock shall provide the Association with monthly progress reports for each delinquent account as well as access to Red Rock's website where Association reports may also be obtained. The Association agrees to restrict access to these reports to the Association's management company and Board members only. When a Board member leaves the Board the Association shall notify Red Rock so that access to the website by that Board member is removed. At any time during the collection of the delinquent account, the Association may request in writing an updated progress report at no charge to the Association. If the Association chooses to use the network of attorneys provide by Red Rock the legal action taken by those attorneys will be reported on our website.

6. AGREEMENTS.

The Association authorizes Red Rock to accept and execute all payment agreements in relation to delinquent accounts. The Association authorizes Red Rock to offer delinquent homeowners payment plans or extensions of up to nine months duration without the Board of Director's authorization unless otherwise instructed in writing by the Association.

The Association shall provide Red Rock with copies of its Articles of Incorporation, Bylaws and recorded Declaration of Covenants, Conditions and Restrictions (CC&R's), any amendments to the CC&R's, and the Association's Collection Policy.

The Association shall provide Red Rock with a current account ledger for each delinquent account the Association wishes Red Rock to start delinquent assessment collection efforts. After Red Rock receives the account ledger, the Association authorizes Red Rock immediately to start delinquent assessment collection efforts.

Red Rock shall adhere to any and all applicable state and federal laws, rules, and regulations, including but not limited to the Covenants, Conditions and Restrictions (CC&R's), other Association governing documents, and the Fair Debt Collection Practices Act.

Red Rock may, at its sole discretion, decline any new delinquent collection account.

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7. LEGAL ACTION AND INDEMNIFICATION.

The Association agrees that if any claims or any proceedings are brought against Red Rock, whether by a governmental agency, private person, or otherwise, due to allegations that the Association has acted negligently or acted willfully or violated any law, regulation, order, or ruling, the Association shall defend, indemnify, and hold harmless Red Rock, its members, managers, agents, officers, and employees against any liabilities, loss, damage, or expense, including but not limited to payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, court costs, litigation expenses, and attorney's fees. The Association shall be responsible for all costs, including payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, court costs, litigation expenses, and attorney's fees which are the result of actual or alleged conduct of the Association.

Red Rock agrees that if any claims or any proceedings are brought against the Association, whether by a governmental agency, private person, or otherwise, due to allegations that Red Rock has acted negligently or acted willfully or violated any law, regulation, order, or ruling, Red Rock shall defend, indemnify, and hold harmless the Association, its members, managers, agents, officers, and employees against any liabilities, loss, damage, or expense, including but not limited to payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, court costs, litigation expenses, and attorney's fees. Red Rock shall be responsible for all costs, including payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, court costs, litigation expenses, and attorney's fees which are the result of actual or alleged conduct of Red Rock.

8. TERMINATION OF SERVICES.

This agreement may be terminated by either party, with or without cause, upon not less than thirty (30) days prior written notice to the other party. Upon termination, Red Rock shall continue with the collection of the open accounts referred to Red Rock unless the Association gives written notice to withdraw the open accounts from Red Rock. If the Association terminates Red Rock and chooses to withdraw all open accounts, the Association shall be liable for and make payment to Red Rock for all outstanding collection fees and costs on the open accounts. Within five business days of written notice to withdraw the open accounts, Red Rock shall provide to the Association an invoice for payment of any and all outstanding collection fees and costs for all open accounts. No later than thirty (30) days from the date of Red Rock's invoice, the Association shall remit to Red Rock the amount of any and all outstanding collection fees and costs payable to Red Rock. Once Red Rock receives payment, in full, for any and all outstanding collection fees and costs for the open accounts, Red Rock shall then provide the Association with the open accounts by providing a copy of all the open collection accounts within thirty (30) days at no additional charge to the Association. Failure to remit payment for the open accounts as discussed above, in full within thirty (30) days from the date of the invoice, will result in Red Rock continuing its collections efforts on all open accounts.

9. REPRESENTATIONS.

The Association acknowledges and agrees that Red Rock has made no promises, representations, or guarantees regarding the outcome/success of Red Rock's collection efforts, and that Red Rock has told the Association that it is not possible for Red Rock to guarantee the outcome of any collection effort. Red Rock's comments about the outcome of any of the Association's matters are expressions of opinion only.

Exhibit A
Red Rock Schedule of Fees - Texas
(November 2012)

Intent to Lien Letter	\$150.00
Legal Action Pending Letter	\$75.00
Transfer for Legal Action	\$95.00
Payment Agreement	\$100.00 (\$Fee is waived if the homeowner performs)
Partial Payment Letter	\$25.00
Courtesy Late Statement	\$25.00
Payoff Demand-Estoppels	\$100.00
Skip Trace	\$75.00

Fees and cost may change without notice. Schedule of Fees may not be all-inclusive.