

Lake Thunderbird Association

RECITALS

WHEREAS, Lake Thunderbird Association (the “Association”) is a common interest community association subject to the Illinois Common Interest Community Association Act, 165 ILCS 160/1-1 (“CICAA”); and

WHEREAS, the Association is governed by certain written instruments, including its Amended and Restated Declaration of Restrictive Covenants and By-Laws (the “Declaration and By-Laws”), recorded in the respective offices of the Clerk/Recorder for the Counties of Bureau and Putnam in Illinois on or about July, 2018, as may from time to time be amended; and the then-current Rules and Regulations adopted by the Association’s Board of Directors, as revised from time to time (the “Rules”) (together, the Declaration and By-Laws and the Rules comprising the “Instruments”); and by its Board of Directors, comprising duly elected or appointed Association members who are Owners of lots/premises within the Association and such Committee/Commissions as may be created thereby; and

WHEREAS, the Board of Directors has the authority pursuant to the Instruments to amend and adopt rules and regulation pertaining to the use of the Association’s Common Property and other property within the Association; and

WHEREAS, the Board of Directors has the further authority pursuant to the Instruments to enforce same, and in connection therewith to adopt provisions of the Rules to establish policies and procedures for the enforce the Instruments, to levy and collect reasonable fines from Association members, to demand and compel compliance, and to abate nuisances by all occupants of Lots and persons upon the Common Properties, whether Owners, their families, guests and tenants; and

WHEREAS, the Association desires to delete that portion of the Rules titled: “Appeal Process” and to replace same with this Written Policy on Enforcement For Violations, pursuant to the powers granted to its Board of Directors as set forth in Article VI, Section 1. (f) of the By-Laws, and to add same to the Association’s existing Rules under the title above, to be thereafter a part of the Association’s existing rules and regulations together with portions thereof titled/regarding “Collection Policy,” “Written Policy for Resolving Complaints,” (pursuant to the Ombudsperson Act), the Association’s “Violation List,” and “List of Fines by Class,” as well as all other provisions of the Instruments;

NOW, THEREFORE, the Subsection of the existing Rules titled “Appeal Process” is hereby deleted and replaced by the provision titled: “Written Policy on Enforcement For Violations,” the contents of which shall be as follows:

LAKE THUNDERBIRD ASSOCIATION WRITTEN POLICY ON ENFORCEMENT FOR VIOLATIONS

1. The foregoing Recitals, including the terms and definitions therein, are incorporated into these numbered paragraphs below as though fully set forth therein.
2. In addition to remedies provided under Article III, Section 8 of the Declaration (on abatement of nuisances), Article III, Section 7 of the Bylaws (on suspension of privileges), and that portion of the Association's Rules and Regulations called the "Collection Policy," and not instead of same; and in place of that portion of the Association's Rules and Regulations called "Appeal Process," which is hereby deleted and replaced with the following. The Board of Directors of the Lake Thunderbird Association hereby adopts this Written Policy on Enforcement for Violations. In the event the Board of Directors or any of its members, the Lake Manager or any manager becomes aware of a claimed violation of a provision of the Lake Thunderbird Association's Instruments, or any Unit Owner/Member of the Association notifies the Board of Directors or manager of such a violation with sufficient supporting information to establish the violation to the Board of Director's satisfaction, the following enforcement/fining procedures shall apply.
3. The Lake Thunderbird Association's Board of Directors, on its own behalf or through the Association's Lake Manager, any other manager or attorney as authorized by the Board (the "Board"), shall send written notice of any violation(s) of the Association's Instruments ("Written Notice") to the owner(s) of a Lot within the Association as identified in the records of the Association (the "Owner"), including by email to Owners who have consented to the Association's conducting business by email, the date of which Written Notice for purposes of the time periods specified in these Rules shall be the date when same is sent by regular U.S. Mail, or when sent by email if authorized. The Board, in the exercise of its discretion, may also send a copy of the Written Notice to any tenant or non-Owner occupant of the subject property known to the Association.
4. In the event the Board provides Written Notice to an Owner that any violation of the Instruments is charged by/on behalf of the Association, whether or not the Association seeks to impose a fine upon the Owner or to impose other charges as may be incurred by the Association as a consequence of the violation, the Written Notice shall afford the Owner an opportunity for hearing on the violation before any fine will be imposed therefor and may, if appropriate, demand that the Owner immediately cease and desist from any further violation (if continuing) and may grant the Owner time within which to abate and cure same, without any effect upon the opportunity for hearing stated therein.
 - a. In the Board's Written Notice, the Owner will be informed of the date on which the Owner may appear for a hearing before the Board if he/she so chooses (which date will typically, but not always, be a scheduled meeting of the Board). The Written Notice will also advise the Owner that he/she must notify the Board at least seven (7) days prior to the specified hearing date that the Owner plans to appear for hearing in order to exercise the Owner's right to a hearing. All hearings will be held in a closed portion of a noticed Board meeting or in a closed session separate from a noticed meeting; however, any vote on a violation, whether or not a hearing is held, shall be taken at a meeting or portion thereof open to any Association Member, though Owner names and specific violations generally will not be identified in such open meeting(s).
 - b. If the Owner declines or fails to request a hearing within the time allowed, the Owner will be conclusively deemed to have waived his/her right to a hearing and the Board may proceed to address the violation in the Owner's absence, including imposition of fines.
 - c. If the Owner provides timely notice to the Board that the Owner intends to appear for hearing, the Owner shall have the right (but not the obligation) to be represented at such hearing by counsel of their choosing. To exercise the right to be represented at the hearing by counsel, the Owner shall advise the Board no less than five (5) business days prior to the scheduled hearing, or by the seventh (7th) day prior to the scheduled hearing (if less than five (5) business days) that he/she will be represented there by counsel, so that the Board will have an opportunity to have its own attorney present to represent the Association if it so wishes. In the hearing, the Unit Owner(s) shall have the right to call witnesses and to present evidence on their own behalf and to cross-examine any witnesses called by/on behalf of the Board. The Board may also call witnesses, present evidence and cross-examine any witness called by/on behalf of the Owner.
 - d. The Board's decision with regard to the charged violation and any fine(s) shall be by vote taken at a meeting of the Board open to Association members to attend as they see fit, though the matter may be described and the vote taken and recorded in a manner that respects the privacy and/or confidentiality of the Unit Owner(s) charged and does not unnecessarily hold the Unit Owner(s) up for ridicule by other Members. However, the

Board and/or the Directors, individually or collectively, shall in no event be subject to liability upon a claim of breach of privacy or confidentiality based on a decision or finding under this Section E.

Class 1 \$50.00 to \$500.00 Board of Directors to decide on dollar amount depending severity of violation

Class 2 \$500.00 + suspension

Class 3 \$ 500.00 to \$1000.00 Board of Directors to decide on dollar amount depending severity of violation

Class 4 \$1000.00 + suspension (Effective 01/01/2021)

e. If, after notice and an opportunity for hearing, the Board determines that violation(s) of any rules and regulations of the Association charged are proven, or if the violation is deemed admitted where no hearing is requested by the Owner within seven (7) days after the sending of notice, the Board may thereupon impose a fine against the Owner responsible for the violation in an amount appropriate to the violation as set forth in the portions of these Rules titled: "Violation List," and "List of Violations by Class." If a violation is proven of a provision not included in the "Violation List," including violations of the Declaration or By-Laws not so listed, then the Board may impose a fine of not less than fifty dollars (\$50.00), nor more than one thousand dollars (\$1000.00) for a first violation, as the Board shall deem appropriate taking into account the circumstances and consequences of the violation. Fines for subsequent similar violations that occur within three (3) months of a prior preceding violation of the same/similar type may be higher. However, if no similar violation occurs within the referenced three (3) month period, a violation thereafter will be considered a first violation for purposes of determining fines. (Effective 01/01/2021)

In the event of a violation of a continuing nature, a fine may be set by the Board in an amount not to exceed twenty-five dollars (\$25.00) per day that the violation existed, or until cured if still existing on the date the Board renders its decision. The Owner subject to a daily fine bears the responsibility for demonstrating to the Board that the violation has been cured.

5. Fines imposed hereunder are the result of estimated harm/damage to the Association and/or its members resulting from the violation charged, which are difficult to ascertain, and such violations are and are intended to be a reasonable approximation of that harm. Moreover, in the event the Association incurs expenses for legal fees and/or costs as a result of the involvement of the Association's attorney in addressing any violation, then in addition to any fines imposed, such fees and costs shall be an additional charge against the Owner's account with the Association, collectible as any delinquent charge or common expense under the Instruments.

6. In the event of multiple or repeated violations of the same or a similar nature, the Association reserves the right to proceed via any of the remedies provided under the Declaration and/or By-Laws, including instituting an action at law or in equity in Court for any and all claims the Association may have, and in such event, the Association shall have the right to recover its reasonable attorneys' fees and all costs incurred.

7. Violations of a continuing nature can bear daily fines until violation has been cured. Unpaid fines after 30 (thirty) days will double, after 60 (sixty) days will triple, and after 90 (ninety) days will be forwarded to the association attorney for further action. (Effective 01/01/2021)

Failure to pay all accumulated fines, penalties, assessments and/or fees prior to June 1st will result in the loss of membership privileges. Membership privileges will be reinstated when all past due balances and current assessments are paid in full. Only then will current membership cards, automobile stickers, boat stickers, pool passes, and Chair Tree subscriptions be issued. Checks returned for NSF or for any other reason will result in immediate loss of all membership privileges.

Any rule or regulation not listed in this document will carry the fine levied by the Board of Directors.

History of property owner's fines will be maintained for two years in order to assess the proper amount for multiple offenses to a rule. (Effective 01/01/2021)

8. Upon adoption of the Written Policy on Enforcement for Violations, a copy of the new portion(s) of same shall be provided to all Owners, including by email to all Owners who have authorized the Association to conduct business electronically.