

## **COLLECTION POLICY**

**WHEREAS**, LAKE THUNDERBIRD ASSOCIATION ("Association") is an Illinois not-for-profit corporation and a Common Interest Community Association as defined in Section 18.5(c)(7) of the Illinois Condominium Property Act; and

**WHEREAS**, the Association is governed by a Board of Directors (the "Board"); and

**WHEREAS**, the Association has the authority under the Declaration of Restrictive Covenants for LAKE THUNDERBIRD ASSOCIATION, recorded in the Office of the Putnam County Recorder of Deeds on the 5th Day of September, 1969, in Volume 6 of the Plat of Putnam County, beginning at page 460 thereof, and in the Office of the Bureau County Recorder of Deeds on June 21, 1971, as Document No. 71-1716 in Volume/Book 485 of the Plat of Bureau County, beginning at page 53 (the "Declaration") and By-Laws, as thereafter amended and/or restated, to levy and collect from the members of the Association fees, maintenance fees, water charges, special assessments and other assessments/fees/charges ("Assessments") for common expenses, as provided in Article V of the Declaration; and

**WHEREAS**, the Declaration provides in Article V, Section 6thereof, and in the By-Laws, Article XI thereof, that any Assessment not paid in full when due be and remain a lien upon the subject Lot or Lots until paid; and

**WHEREAS**, Owners are authorized to attend meetings of the Association's Board in the same manner as provided for condominiums under the Condominium Property Act and a copy of this resolution shall be delivered or mailed to the Owners; and

**WHEREAS**, the Declaration provides that any unpaid Assessment., together with interest thereon and reasonable costs of collection, if any, shall be a lien on the Owner's Lot and interest therein, and also shall be a personal obligation of the Owner in favor of the Association; and

**WHEREAS**, the Board has the power and authority to adopt rules and regulations, including regarding the collection of Assessments; and

**WHEREAS**, rules, regulations and policies enacted by the Board become effective immediately upon being adopted by the affirmative vote of a majority of a quorum of Directors at a meeting held pursuant to notice; and

**WHEREAS**, the Board deems it to be in the best interests of the Association to adopt a uniform and systematic procedure for collecting any Assessments which is not paid within thirty (30) days of the date due; and

**WHEREAS**, the Board, pursuant to its vested authority, intends hereby to establish further policies with respect to the late payment of Assessments;

### **NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:**

The following shall constitute the Collection Policy of the Lake Thunderbird Association:

#### **Collection Policy**

The terms used herein shall have the same meaning as set forth in the Declaration.

As used herein, "Governing Documents" shall refer to the Declaration, By-Laws and the Rules and Regulations adopted by the Board, as may from time to time be amended.

The Board elects to have the provisions of the Forcible Entry and Detainer Act, Article IX of the Illinois Code of Civil Procedure, apply to the Association.

Assessments become due on the first day of June of each calendar year.

If an Assessment or any fee imposed under this Collection Policy and any fine imposed under the Policy, is not paid within thirty (30) days of becoming due; it shall be considered delinquent thereafter. (a.) If an Assessment is not paid within thirty (30) days of becoming delinquent, a late fee and interest at the rate of seven percent (7%) per annum will be assessed against the delinquent Owner in accordance with Article V, Section 6, of the Declaration and the late fee and such interest shall be placed upon the Owner's ledger of account with the Association and be reflected as an additional charge. In addition, the Association, including by its attorney, lien service provider or collection agent, may record a lien against the Owner's property within the Association.

(b.) At or about the same time a late fee is assessed against the Owner, the Association shall cause a notice to be sent to the Owner by regular mail, notifying the Owner of the imposition of the late fee/ interest charge and advising the Owner that if the delinquent Charge(s) is/are not paid by such date which is thirty (30) days after the aforementioned notice is postmarked, the Association may, but shall not be required to, refer that Owner's account to the Association's attorney for further collection action without further specific vote of the Board, including the institution of such legal proceedings, if any, as the attorney determines maybe appropriate which may include, but are not limited to, a proceeding at law or in equity either to restrain violation or to recover damages and/or against the land to enforce any lien created by these covenants or hereunder recorded, and including an action for judgment and/or for possession pursuant to Article IX of the Code of Civil Procedure and/or an action in foreclosure. The Association also may, but shall not be required to, refer delinquent accounts to a lien service provider or collection agency for further collection action.

(c.) If all delinquent Charges are not paid within the period specified in the notice, or if arrangements for payment of those Charges over such longer period of time as the Board may in its sole discretion agree in writing. The Owner's account shall be turned over for collection as provided in sections 4(b), above.

(d.) If the Association turns an Owner's account over to an attorney or a collection agency for collection, all charges, expenses, legal fees and costs of suit charged to and incurred by the Association in connection with same, including legal fees, costs and expenses for supplementary proceedings under Section 2-1402 of the Code of Civil Procedure, enforcement under Article XII of that Code, or appeal, shall also become Charges on that Owner's account as they are incurred.

(e) A processing fee may be added to a member's account to cover the extra cost of bookkeeping associated with collecting fees and legal processing. (10-21-17)

An Owner's account shall be deemed delinquent until such time as all Charges outstanding at the time the account is turned over, together with all Charges comprising legal fees, other expenses of collection and costs of suit incurred by the Association and/or its attorney or collection agent in connection therewith, and any fines, interest or other Charges incurred thereafter are paid in full and the Owner's account is current. All payments received from an Owner whose account is delinquent, whether before or after the Owner's account has been turned over for collection, shall be credited to the oldest outstanding charge first, whether such charge is an Assessment, cost or other expense, interest or late fee. It shall further be the policy of the Board that, once an Owner's account has been turned over to the Association's attorneys for collection, partial payments toward such delinquent account shall not be accepted, with the exception of timely payment(s) of a subsequently-imposed Special Assessment, if any, and then, such payment must be made payable to the Association in the exact amount of such Special Assessment and bear in its 'memo' line information identifying the specific charge being paid. Any partial payment bearing a restrictive endorsement such as 'payment in full,' or any similar words, shall be returned to the Owner unprocessed and the Owner shall be charged any additional expenses and/or fees on connection with same.

Pursuant to Article IV, Section 5(c) of the Declaration, the rights and easements of enjoyment of/in all

Association Common Properties of each Delinquent Owner (a "Member," as defined in the By-Laws, and all "Associate Members" in relation to such Member) shall be suspended without the necessity of vote or action by the Board until all delinquent Charges are paid; further, the Board may by affirmative action also suspend the voting privileges of such Member pursuant to Article III, Section 7 of the By-Laws until all delinquent Charges are paid. If any Delinquent Owner rents a camper site or a boat slip, they are immediately terminated from that use. Camper sites and boat slips shall not be rented to a Delinquent Owner.

**NOW THEREFORE**, we, the undersigned members of the Board of Directors of LAKE THUNDERBIRD ASSOCIATION consent to and adopt the foregoing Collection Policy on this 17th day of June, 2017. (See minutes for details of voting.)