WILLOW CREEK NO. 3 COLLECTION POLICY

The following Collection Policy of the Willow Creek No. 3 Association (the "Association") is effective as of October 29th 2026 (the "Effective Date") and supersedes and replaces any previously adopted policies, practices, or rules and regulations pertaining to the collection of delinquent accounts. However, the adoption of this Collection Policy shall not invalidate any collection activity or legal action commenced prior to the Effective Date. All regular monthly assessments, special assessments, fines, attorney's fees, and other charges accrued prior to the Effective Date shall remain in full force and effect.

A. Due Date and Delinquent Date for Assessments, Fines, and Other Charges

1. **Regular Monthly Assessments:** Regular monthly assessments are due and must be paid in full on or before the first (1st) day of each month. An assessment is considered delinquent if received by the Association after the tenth (10th) day of the month.

2. **Special Assessments**: Special assessments are due and must be paid in full on or before the first (1st) day of each month. A special assessment is considered delinquent if received by the Association after the tenth (10th) day of the month. Notwithstanding the foregoing, the Board may establish a different due date or frequency of payment for special assessments and, in such a case, a special assessment is considered delinquent if received more than ten (10) days after the due date established by the Board.

3. **Fines**: Fines levied for violations of the Association's Declaration or Rules and Regulations are due on the first (1st) day of the month following the date the fine is levied, unless otherwise determined by the Board. A fine is considered delinquent if received by the Association after the tenth (10th) day of the month.

4. **Other Charges**: Other charges, including (but not limited to) costs or charge-backs for repairs or damages for which a unit owner is responsible under the provisions of the Declaration or Rules and Regulations, are due on the first (1st) day of the month following the date the charge is levied unless otherwise determined by the Board. A charge is considered delinquent if received by the Association after the tenth (10th) day of the month.

B. Late Charges and Interest

1. A Late Charge of $20.00 will be imposed for each delinquent regular monthly assessment, special assessment, fine, or other charge. A single Late Charge will be imposed for each delinquent monthly assessment, special assessment, fine, or other charge.

2. Late Charges shall be added to and deemed part of the Unit Owner's share of the common expenses.

3. The Board may, in its sole and exclusive discretion, waive or credit back one or more Late Charges imposed on a unit owner's account. However, if the Board waives or credits back one or more Late Charge, the Association does not forego the right to collect or impose other Late Charges.

C. Charges for Returned/Reversed/Refused Checks and Payments

If any check or payment (including, but not limited to, electronic, automatic and online payments) is returned, reversed, or refused for any reason (including, but not limited to, insufficient funds, stopped payment, or closed account), the unit owner will be charged a fee of $35.00 or the actual expenses incurred by the Association as a result of the returned, reversed, or refused payment, whichever is greater.

D. Payment Plans

1. The Board of Directors may, in its sole and exclusive discretion, approve a payment plan with respect to a delinquent account either before or after the account is turned over to the Association's attorney as provided in Section E of this Collection Policy (below). However, nothing in this Collection Policy shall require the Board to approve a payment plan.

2. All payment plans approved by the Board shall be in writing and shall be acknowledged by the unit owner, and shall include at a minimum the following terms:

   a) A statement of the total sum due for all past due assessments, special assessments, fines, late charges, interest, attorney's fees, court costs, and all other charges due as of the date of the payment plan (the "Delinquency");

   b) that the unit owner shall pay a specific amount toward the Delinquency on a monthly, weekly, or other basis as may be agreed between the unit owner and the Board (the "Delinquency Payments");

   c) the due dates and the method of making the Delinquency Payments;

   d) that the unit owner shall pay when due all regular assessments, special assessments, and other charges first coming due after the date of the payment plan;

   e) that in the event of a default, the unit owner shall be responsible for the Association's attorney's fees and court costs incurred in connection with any default under the payment plan.

3. The repayment period for a payment plan shall not exceed six months, subject to paragraph 4 below.

4. The Board may approve a payment plan that includes such additional or different terms and conditions as it deems necessary and appropriate taking into account factors including (but not limited to) the amount and duration of the delinquency, the unit owner's prior delinquency history, the pendency of any collection or foreclosure proceedings, and any other circumstances the Board deems pertinent.

E. Referral of Delinquent Accounts to an Attorney for Legal Action

The Board may turn over any account more than thirty (30) days delinquent to the Association's attorney for legal action. When an account is turned over to the Association's attorney:

1. All further written and oral communications regarding that account shall be with the Association's attorney.

2. The Association may suspend a unit owner's ability to make online, electronic, or automatic payments until such time as the unit owner's account is current or a payment plan is established.

3. The delinquent unit owner shall be responsible for all attorney's fees, court costs, and expenses incurred by the Association in connection with such legal action.

F. Method of Applying Payments to Delinquent Accounts

Subject to the specific terms of any payment plan, payments received on a delinquent account shall be applied to the oldest outstanding charges in the following priority:

1) Attorney's fees;
2) Court costs;
3) Late Charges;
4) Interest;
5) Fines;
6) Special assessments;
7) Regular assessments.

G. Legal Remedies for Collection of Delinquent Accounts

The Association may pursue any or all of the remedies available to it under Illinois law to collect a delinquent account. These remedies include the following:

- Recording a Notice of Lien against a unit.

- Serving a 30-Day Notice or other demand letter.
- Filing a lawsuit for eviction.
- Filing a lawsuit for breach of contract.
- Filing a lawsuit to foreclose a lien.

The delinquent unit owner shall be responsible for all attorney's fees, court costs, and expenses incurred by the Association in connection with pursuing any such legal remedy.

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WILLOW CREEK NO. 3 ASSOCIATION

RESOLUTION TO ADOPT COLLECTION POLICY

WHEREAS, the Board of Directors (the "Board") of Willow Creek No. 3 Association (the "Association") is the governing body of said Association and is charged with the direction and administration of the property (the "Property") subject to that certain Declaration of Condominium Ownership recorded in the office of the Cook County Recorder of Deeds on August 19, 1972, as Document No. 26-44-918 as from time to time amended (the "Declaration"); and

WHEREAS, Illinois Public Act 104-0734, effective January 1, 2027, establishes a new Section 18.4(t) of the Illinois Condominium Property Act (the "Act"); and

WHEREAS, pursuant to said Section 18.4(t), the Association may not take legal action to collect common expenses unless the Association the Board adopts a written policy governing the collection of unpaid assessments; and

WHEREAS, the Board has determined that it is in the best interest of the Association to adopt a written policy governing the collection of unpaid assessments; and

WHEREAS, Section 18.4(h) of the Act empowers the Board to adopt and amend rules and regulations covering the details of the operation and use of the Association's property after a meeting of the Unit Owners called for the specific purpose of discussing the proposed rules and regulations; and

WHEREAS, the Board called and held the meeting required under Section 18.4(h) and the notice of said meeting contained the full text of the proposed rules and regulations, and the meeting conformed in all respects to the requirements of Section 18(b) of the Act.

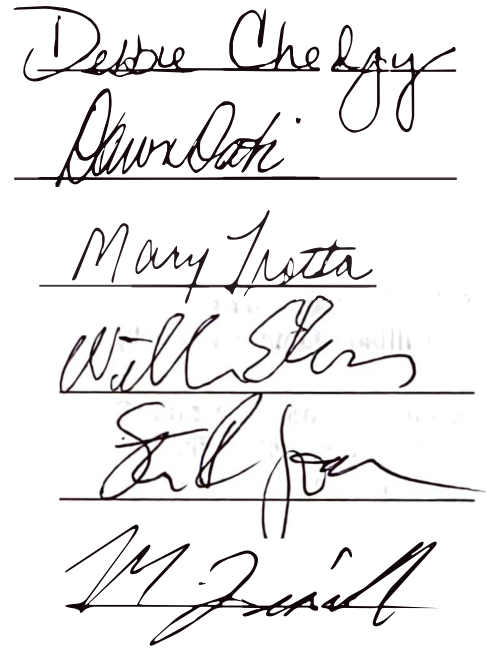
THEREFORE, IT IS HEREBY RESOLVED:

1. That the Willow Creek No. 3 Collection Policy appended hereto be and is hereby adopted and deemed part of and incorporated into the Rules and Regulations of the Association, effective as of the date hereof.

2. In the event of any conflict between the Collection Policy and the Declaration, the Declaration shall control.

[signatures on next page]

THE FOREGOING RESOLUTION TO ADOPT COLLECTION POLICY IS HEREBY APPROVED AND EFFECTIVE this 9th day of October 2026 (the "Effective Date") by a majority vote of the Board of Directors of the Willow Creek No. 3 Association.



The above being a majority of the Board of Directors.