

WINONA LAKES PROPERTY OWNERS ASSOCIATION COLLECTION POLICY

The Board of Directors being vested with the duty and obligation of determining all matters of policy and decisions of the Association and such other duties as set forth by the By-Laws. The Board of Directors, as per the Associations By-Laws shall Levy dues, fees, charges, assessments and other financial obligations of membership as authorized in the budgets, the By-Laws, Association's Rules and Regulations, and/or covenants. ARTICLE VII; Section 7.3; Paragraph (D).

1. As per the By-Laws ARTICLE XVIII; Section 18.1: Dues Notices shall be submitted to the membership no later than thirty (30) days prior to the beginning of the fiscal year. Said notices shall include the lot, block and section number, the member's name and permanent address, the amount due for the current ensuing fiscal year and all unpaid prior balances. All such amounts shall be due and payable in full within thirty (30) days from the due date thereof, except as otherwise provided by the Board. Interest at the rate of 1.5% per month shall be added to the amount due the Association for all payments received after the due date. In the event full payment has not been received, the Association shall employ all appropriate methods for securing collections of the same, including, but not limited to the filing of suits and the seizure and/or sale of the delinquent member's real and/or personal property. In the event any such proceedings are brought, there shall be added to the amount due the Association's reasonable costs of collection, including court costs and attorney's fees.
2. The assessments (dues) are payable in full no later than October 1st annually. Should the payment not be received by October 30th the account shall be assessed a \$35.00 late fee.
3. Member(s) may participate in a two (2) payment installment payment agreement if all prior balances are paid in full. The first payment of fifty percent of the annual assessment (dues) is due October 1st; any payment not received by October 30th shall incur late fee of \$35.00. The second payment/remaining balance must be paid in full by February 1st any payment not received by March 2nd shall incur a late fee of \$35.00.
4. Simple interest at an annual rate of 18% calculated on a monthly basis from the due date, shall be added to all member accounts past due, including all current year assessments outstanding after October 1st of each year, as per the Associations Bylaws.
5. A member may also participate in a Board of Directors approved Installment Payment Agreement. Any and all prior balances must be paid in full prior to commencement and approval of entering into the

Installment Payment Agreement. The Installment Payment agreement must be no longer than a ten (10) month term and be paid in full no later than July 30th of each year. There shall be a \$50.00 administrative fee to participate in the Installment Payment Agreement. The administrative fee must be paid in full at the time of the application in order for the Installment Payment Agreement to be ratified. Payments must be received in the Administration Office by the last day of each month; any payment not received by the last day of the month shall incur a late fee of \$5.00.

- a. An Installment Payment Agreement shall be considered null and void if two (2) or more payments are late. Per the Associations By-Laws, ARTICLE IV; Section 4.3; Paragraph (C) The Association may enter into installment payment agreements with members requesting so for financial hardships. This shall be done at the discretion of the Community Manager in Association with the Executive Committee. Members on approved payment plans shall not be charged interest to the outstanding amount but shall be assessed with an administrative fee which shall be incorporated into the payment agreement. Members on approved Installment Payment Agreement shall sign an agreement for the plan which states the monthly amount, due dates and rights and privileges of membership, and consequences should the member fail to meet the obligations of the agreement.
6. When a check presented to Winona Lakes for any payment due is returned unpaid by the bank, the member shall pay a \$50.00 charge to the Association.
7. Members who are not in good standing shall not be entitled to amenity badges.
8. In addition to the above penalties, the following action will take place against members who have past due balances:

November: Late notice, which will include penalties accrued as of October 30.

December: Warning letter to advise that the Association is authorized to begin collection proceedings if payment is not received by December 31st. Member(s) will be advised that such action shall include, but not be limited to, the filing of liens, judgments, seizure and sale for the purpose of collecting said fees and reasonable attorney fees, as authorized by the WLPOA Bylaws.

January: Notification of legal intent to file a complaint in the judicial system if payment is not received within ten (10) days from date of notification. If payment is not received, the Association will file all

- necessary documentation in order to have judgment on the owner of record, place a lien on the property as well as execute on judgment for the sale of real or personal property in order to satisfy all outstanding debts to the Association.
9. A \$200.00 collection fee, in addition to all filing and court fees shall be applied to the delinquent members account immediately upon entering the collection phase. The Association shall file all necessary documents to secure a judgment and obtain subsequent lien on the property, judgment of owner(s) of record and may file for the sale of the property and/or personal assets by the Sheriff of Monroe or Pike County to satisfy any and all outstanding obligations/debts to Winona Lakes.
 10. The Community Manager may, if all in-house means have been exhausted, send the account to the Associations counsel for further collection/enforcement.
 11. Owner-members are responsible for any and all attorney fees and costs associated with the collection of such debt.

Please note that all owners shall remain responsible for any and all assessments (dues), fees and charges regardless of the owners' failure/lack of use of the amenities and/or abandonment of said property.