

**EAGLE BEND WEST COMMUNITY ASSOCIATION, INC.  
LATE PAYMENT AND LIEN POLICY**

A. Pursuant to Article VII, Section 1, of the Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Bend West Subdivision (the "Declaration"), Owners of Lots within the Subdivision have agreed to pay all assessments levied by the Association in accordance with the provisions of the Declaration. Prompt payment by owners is necessary for the financial health of the Association and to the maintenance and enhancement of the property values.

B. Payment Methods:

By Check made out to Eagle Bend West Community Association, Inc (EBWC, Inc.). Mail checks to P.O. Box 468, Bigfork, MT 59911.

In Person at: 33 Hunter Circle, Kalispell, MT 59901

Pre-Pay by Check or in Person for full year or partial year.

\*Electronic Funds Transfer on Due Date directly from your Bank Account.

*\*If an Owner would like to set up an ACH for automatic deposit for their dues they can contact Western Mountains Management at 406 257-1392.*

C. Payment Application: Payments received on delinquent assessments shall be applied to the Owner's account as follows: payment shall be applied to the principal owed first. Payments on principal shall be applied to the Owner's account by the "balance forward payment" method, i.e., in reverse order so that the oldest arrearages of the principal are retired first. Only after the principal owed is paid in full shall such payments be applied to interest, late charges, collection expenses, administration fees, attorney's fees or any other amount due to the Association, which will result in continued delinquencies.

D. As provided in Article VII, Section 2(d), payment of all assessments is required within 15 days after each installment becomes due. After 15 days, all unpaid installments shall bear interest at a rate set by the Board of Directors of the Association. In addition, the Board has the right to accelerate the due date for all unpaid installments for the remainder of the fiscal year.

E. All assessments and maintenance charges together with interest, costs and reasonable attorney fees are a continuing lien upon the Lots against which the assessments are made as provided in Article VII, Section 1 of the Declaration and is known as an Assessment Lien. The right to enforce the collection of assessments and the associated Assessment Lien is granted to the Association via Article VIII and Article XII of the Declaration.

F. In order to ensure consistency of enforcement and fair notice to all Lot owners, pursuant to the authority granted to the Board in Article V of the Declaration, the Board adopts the following policy:

1. Assessment installments are due on the first day of the month specified in the dues invoice and are delinquent if not received within fifteen days of the specified date.
  2. Interest at the rate of ten percent (10%) per annum will be added to the account beginning thirty (30) days after the original due date.
  3. In the event all outstanding amounts are not received within 60 days after the original due date, the Property Management Company will make contact with the Owner to discuss the delinquency, ensure the Owner is aware of the delinquent account, and alert the Owner that a delinquency notice will be sent to the Owner if payment of all outstanding amounts is not completed by 75 days after the original due date.
  4. In the event all outstanding amounts are not received within 75 days after the original due date, the Property Management Company shall provide the Owner a delinquency notice via certified mail and e-mail containing the following information:
    - a. The amount due, including all accrued interest, late fees, attorney fees and any other costs associated with enforcing the payment obligation;
    - b. A copy of the late charge policy;
    - c. A copy of this lien policy; and
    - d. Any other information deemed pertinent by the Board as the situation warrants.
  5. If payment of all amounts due is not received within 30 days of mailing of the notice, the Association will file a lien against the property with the Clerk and Recorder's Office of Flathead County, with a copy of the recorded lien to be provided to the Owner.
  6. If payment of all amounts due is not received within 60 days of the filing of the lien notice with the Clerk and Recorder, the Board may take action to enforce the lien in accordance with Article VIII, Section 2, of the Declaration.
  7. If payment of all sums due is not received within the time provided in the delinquency notice, the Board may commence foreclosure on the lien or any other method of collection as authorized by Article VIII, Section 2, of the Declaration.
  8. Upon the payment or other recovery of all amounts due, the Board shall record such documents or take other appropriate action as is necessary to release any recorded lien.
- G. The Board reserves its rights, on behalf of the Association, to collect delinquent assessments via any remedy authorized by the Declaration as may be appropriate at the discretion of the Board.

- H. The Board reserves the right to delay enforcement of the Assessment Lien when extenuating circumstances are present and the Owner provides a plan to pay all amounts due within a reasonable amount of time and under terms acceptable to the Board.
- I. In the event of any conflict between the provisions of this Lien Policy and the provisions of the Declaration, the Declaration shall control.

Adopted this 12<sup>th</sup> day of JUNE, 2016.

By   
President of the Board

By   
Secretary of the Board