



TIERRA GRANDE

IMPROVEMENT ASSOCIATION, INC.

**Policy: LIEN – Properties in Tierra Grande
On Which Fees/Fines Have Been Levied
For Protective Covenant Violations
Architectural Control Services
Per the Architectural Control Policy**

Brief Description: The purpose of this document is to articulate a policy regarding pursuing collection of charges for properties in Tierra Grande when Architectural Control Fees/Fines are unpaid.

Effective: DRAFT – For Member Review & Comments

Approved by: TGIA Board of Directors on April 17, 2020

Responsible Administrator: Susan Moran

Policy Contact: TGIA - PO Box 1388, Rio Communities, NM 87002
505-864-2345 or info@TierraGrande.org

Applies to: Tierra Grande Members

Reason for Policy: To implement a process for pursuing collection of fees/fines/liens on properties in Tierra Grande that are out of compliance with the Protective Covenants and/or the Architectural Control fees/fines/liens remain unpaid. In accordance with:

Valencia County: New Mexico Statute 47-16-1 Notice of Homeowners Association filed on June 4, 2014 Instrument #201405086. And in accordance with that certain Indenture filed for Units 1, 2, 3, 4, 13, 14 recorded in Book 240 Page 551 and Book 35 Page 565, January 5, 1973 and Units 19, 20, 21, 22, 23, 24 recorded in Book 35 Page 566, June 12, 1973 as amended by the Revised Notice of Amendment to Protective Covenants as recorded on May 6, 2013 Instrument #201304823 of the Public Records of Valencia County, New Mexico.

Socorro County: New Mexico Statute 47-16-1 Notice of Homeowners Association filed on June 4, 2014 Instrument #201401206. And in accordance with that certain Indenture filed for Units 5, 15, 16, 17, 18 recorded in Book 313 Page 376, June 12, 1973 and Units 8, 10, 11, 12 recorded in Book 307 Page 696, January 5, 1973 as amended by the Revised Notice of Amendment to Protective Covenants as recorded on July 10, 2013 Instrument #201301474 of the Public Records of Socorro County, New Mexico.

AND

Articles of Incorporation: Article FOUR – Without limiting the generality of the foregoing, the Corporation shall have power to take and hold any property, to establish thereon and to administer and enforce covenants, conditions, restrictions, reservations, servitudes, profits, licenses, easements, liens or charges for the support and benefit of the corporation and the welfare or betterment of such communities or residents thereof;

I. INTRODUCTION

The Board of Directors of TGIA dislikes having to pursue collection efforts against any of its owners; however, TGIA has a duty to its other members who are in good standing to collect the funds for operation of the Association and for expenditures which benefit the subdivision

II. DEFINITION

NMSA 47-16-6(B) (2013): The association shall have a lien on a lot for any fee/fine levied against that lot's owner from the time the fee/fine becomes due. The association's lien may be foreclosed in like manner as a mortgage on real estate.

After providing written notice and an opportunity to dispute an alleged violation other than failure to pay assessments:

- Levy reasonable fees/fines for violations of or failure to comply with ANY provision of the community documents; and
- Suspend, the right of the lot owner or lot owner's tenant, guest or invitee to use common areas and facilities of the association
- Prior to imposition of a fee/fine or suspension, the board shall provide an opportunity to submit a written statement or for a hearing before the board or a committee appointed by the board by providing written notice to the person sought to be in violation or suspended fourteen (14) days prior to the hearing.
- If the person against whom a violation has been alleged fails to request a hearing or submit a written statement as provided for, the fee/fine or suspension may be imposed, calculated from the date of violation.

III. FEES Charged for Services Provided by the Architectural Control Committee

A. Procedures

- Liens will be filed against property owners when fees/fines are unpaid
- TGIA will notify the property owner that a lien is being recorded with the County Clerk if the payment of the fee/fine is not submitted to TGIA within the fourteen (14) days as stipulated in the final notice to the owner.
- The lien will be removed when the fee/fine is paid in full and the funds have cleared the bank

B. Time Frames – Reference Dates on Building Permit

- Structures Requiring Building Permits
- Temporary RV approved during construction
- Temporary storage units / containers / pods approved during construction – up to a maximum of two (2) years
- Other Exceptions/Variations

C. Fee Scale – Within Thirty (30) Days and Recurring Every Thirty (30) Days Thereafter Until Remedied

- Failure to Provide Copy of Building Permit - \$50
- 1st Extension / Review - \$100
- 2nd Extension / Review - \$200
- 3rd Extension / Review - \$400
- 4th Final Extension - \$800
- Temporary Storage Structures/Containers - \$10 / month – (\$60 up front for 6 months / maximum of 1 year)
- Plus cost of placing a lien on the property for failure to pay TGIA the fees/fines - \$100
- Fees/fines are cumulative and liens renewable every two (2) years for an additional - \$500 per renewal

IV. FINES are imposed on Properties that are Not in Compliance with the Protective Covenants

A. Procedures

- Non-Compliance with the Protective Covenants Liens will be filed against properties that are not in compliance with the Protective Covenants and fees/fines are owed to TGIA
- TGIA has notified the property owner three (3) times that the property is not in compliance with the Protective Covenants and fees/fines have been levied. Lien proceedings will move forward if payment on the debt is not paid
- TGIA will notify the property owner that a lien and notice of Non-Compliance with the Protective Covenants is being recorded with the County Clerk if the property continues not to comply with the Protective Covenants and payment of the fee/fine is not submitted to TGIA within the fourteen (14) days as stipulated in the fourth (4th) and final notice to the owner.
- A Release of Lien will be filed when the property complies with the Protective Covenants and payment of the fee/fine is paid in full and the funds have cleared the bank

B. Time Frames

- First Notice: Initially, properties that are not in compliance with the Protective Covenants as identified by the Architectural Control Committee will receive a notice allowing the owner to bring the property into compliance.
- Second/Third Notice: If the property continues to be out of compliance with the Protective Covenants after the First Notice, two (2) additional notifications will be mailed to the owner reminding the owner that a lien will be filed against the property.
- Fourth and Final Notice: TGIA will notify the property owner that a lien is being recorded with the County Clerk if the payment of the fee/fine is not submitted to TGIA within the fourteen (14) days as stipulated in the final notice to the owner.

C. FINE Scale

- 1st Notice – No Charge
- 2nd Notice - \$250
- 3rd Notice - \$500
- 4th Notice - \$1,000
- Placing a Lien on the property for failure to pay TGIA the fees/fines - \$100
- Fees/fines are cumulative and liens renewable every two (2) years for an additional - \$500

II. HISTORY

Board Approved to Submit to Members: 4/2020

Draft To Members:

Web Site: 11/3/303

Emailed: 11/6/2020

Comment Period Closes: 11/9/2020

For Administrative Use Only: Sample Forms

- Three (3) Warning Letters
- Fourth (4th) Letter to Property Owner – informing them that fees/fines remain unpaid and a lien will be placed against the property
- TGIA Notice of Lien(s)
- TGIA Release of Lien(s)