

THE GARDENS ON THE RIO GRANDE HOMEOWNERS ASSOCIATION ALBUQUERQUE, NEW MEXICO

ASSESSMENT COLLECTION POLICY

The policy of the Homeowners Association (“Association”) of the Gardens on the Rio Grande (“The Gardens”) regarding the collection of dues and special assessments (Assessments) pursuant to the Association’s Declaration of Restrictions, Covenants, and Conditions; and Bylaws; and pursuant to New Mexico law, shall be as follows:

1. **Assessments** – The Association has a duty to collect annual dues and special assessments from the homeowners sufficient to perform its obligations under the governing documents and New Mexico law. Regular dues are levied quarterly and are payable monthly, quarterly, or at such intervals as the Board of Directors shall designate.
2. **Homeowners’ Obligation to Pay Assessments** – At the time dues are imposed, they become the obligation of the homeowner.
3. **Notice** – Not less than 30 days before any special assessment or increase in monthly dues, the Association shall give homeowners notice.
4. **Designation of Agent** – The Board of Directors may designate an agent or agents to collect assessment payments and administer the Assessment Collection Policy. The designated agent may be an officer of the Board of Directors, manager, banking institution, law firm, or other appropriate agent.
5. **Delinquent Date** – Regular assessments are due and payable no later than the fifth (5th) day of the month. Assessments become delinquent and are subject to late charges if not paid in full and received by the designated agent by the fifteenth (15th) day of the month.
6. **Late Charges** – Regular or special assessments that are delinquent shall incur a late charge of \$25 each month that they remain delinquent.
7. **Collection Charges** – any costs and fees incurred in processing and collecting delinquent accounts, including late fees, interest charges, charges for preparation of delinquency notices, referral for collection, postage and copies, and attorney fees and costs shall become additional charges against the owner and shall be subject to collection action pursuant to this Assessment Collection Policy.
8. **Application of Payments** – Payments shall be applied first to interest and collection charges and then to assessments owed.
9. **Initial Delinquency Notice** – When an assessment(s), or any portion thereof, has become delinquent, the owner shall receive an initial delinquent notice stating all amounts past due and any known collection charges imposed as of the date of the

notice which may be in the form of a courtesy notice letter, monthly statement, past due notice of any other form of writing or notice from the Association or its designated agent.

10. **Notice of Intent to Lien** – If an assessment remains unpaid for 45 days after it is due, the Association or its agent shall notify the owner by certified mail that a lien will be recorded unless the entire balance due is paid within 30 days. Effective as of January 1, 2012, the notice shall include a copy of the Association's Assessment Collection Policy, an itemized statement of the charges owed as of the date of the notice, including the costs of the notice of intent to lien, and other disclosures as may be required by law. Payment may be required in certified funds.
11. **Recordation of Lien/Foreclosure** – If the owner fails to pay the entire balance of the account within the time period specified in the notice of intent, a lien shall be recorded against the owner's property without further notice to the owner. Foreclosure proceedings may begin 31 days after the lien is recorded if the owner has not paid the entire balance of the account or entered into an approved payment plan with the Association.
12. **Acceleration of Assessments Due** – The Association may, at its option, declare due and payable the entire balance of all sums then due or to become due from the owner, including the balance of the recording of a lien. This total amount may be included in any foreclosure proceeding or collection action.
13. **Foreclosure** – Foreclosure proceedings may begin 31 days after recording the lien on the property if either the entire balance of the account has not been paid, or an approved payment plan has not been entered into with the Association.
14. **Payment Plan** – Neither the Association nor its designated agent is obligated to accept partial payments on any delinquent assessment account. The Board of Directors, however, in its sole discretion, may enter into a written payment plan with the owner for periodic partial payments on the balance of the assessment account in amounts and on a payment schedule agreed to by the Board. The payment plan shall be in writing and a provision shall be included that failure to meet the term(s) of the agreement shall give the Board the right to immediately continue the collection process without further notice to the owner.
15. **Release of Lien** – A Release of Lien will not be recorded until the entire balance of the owner's account is paid. All charges incurred in recording the Release of Lien, including reasonable attorney fees, will be charged to the owner's account. Upon payment in full of the entire balance owing, the Association shall, within 21 days, record or cause to be recorded a Release of Lien and provide a copy of the Release of Lien to the Owner.
16. **Dispute of Charges** – An owner may dispute the amount stated in the notice of intent to lien by submitting to the Board a written explanation of the reasons for disputing the amount. A telephone call will not reserve any rights. If the Board of Directors receives the owner's written statement within 15 days of the postmark of the notice of intent to

lien, the Board shall respond in writing to the owner. The owner should provide the following information regarding the dispute.

- a. The owner's name, mailing address, and account number
- b. The exact dollar amount claimed to be in dispute or in error
- c. For each charge or payment in dispute, an explanation of the reasons the owner believes there is an error, with sufficient detail, such as dates, names, and check numbers, so that the dispute may be investigated efficiently and effectively. If the owner does not know how the error was made, that statement may be provided
- d. Copies of checks, letters, or other documents referred to or claimed should accompany the written explanation

17. **Other Remedies** – The Association reserves the right to avail itself of any other remedy permitted by law and the Association's governing documents to collect assessments and related costs and charges, including, but not limited to, bringing an action in the Bernalillo County Metropolitan Court or District Court. Such remedies may be taken in addition to, or in lieu of, any action already taken, and commencement of one remedy shall not prevent the Association from electing, at a later date, to pursue another remedy.
18. **Address of the Association and the Board of Directors** – Owners should respond in writing to the Association c/o the Secretary of the Board of Directors. Payment should be made to 2647 Aloysia Ln NW, Albuquerque, NM 87104, or such other address as may be designated for mailing payments by regular mail and/or overnight mail.
19. **Delivery of Notice** – Except for notices that, under New Mexico law, must be sent by certified mail, notice is sufficient if either hand delivered or mailed first class, postage prepaid, to the owner(s) at the address on the membership register at the time of notice.
20. **Provisions of the Policy** – If any provision of this Policy is determined to be null and void, all other provisions of the Policy shall remain in full force and effect.