



**NEW MEXICO ASSOCIATION OF REALTORS®
HOMEOWNERS' ASSOCIATION (HOA) DOCUMENT AND
DISCLOSURE CERTIFICATE REQUEST - 2020**



Per New Mexico law, a Seller/Homeowner must provide the documents/information herein to a Buyer prior to closing. Within 10 business days after receipt of a written request from a Seller/Homeowner, an HOA must make the documents listed in Section 1 available to a Seller/Homeowner and must provide to a Seller/Homeowner the information listed under Section 2 (the "Disclosure Certificate"). An HOA may not charge more than 10 cents a copy for documents in Section 1 and no more than \$300 for the Disclosure Certificate. The HOA may only charge a fee for the Disclosure Certificate at closing and ONLY IF the transaction closes. **THE ANSWERS TO QUESTIONS B AND C OF THE DISCLOSURE CERTIFICATE (italicized below) ARE ONLY VALID FOR 60 DAYS.** If after 60 days, the Seller/Homeowner requests that the HOA update the answers to the italicized questions, the HOA must provide the updated information within 3 business days of request and may charge no more than \$50.00 to do so. Such updated information shall be valid for 60 days. A Buyer has 7 days from date of receipt of the Disclosure Certificate to terminate the Purchase Agreement.

In accordance with the New Mexico Homeowners Association Act, the Property Owner and/or his agent _____ ("Seller") requests that the _____ Homeowners' Association (HOA) furnish the following information no later than _____, _____ with respect to the following Property: _____

City

Zip Code

Legal Description

or see metes and bounds description attached as Exhibit _____, _____ County, New Mexico

1. **GENERAL INFORMATION. NOTE TO SELLER/SELLER'S AGENT:** Check all applicable boxes below.

NOTE to HOA: Per the HOA Act, the HOA may **ONLY** charge reasonable **copy** expenses associated with the production of the documents in this Section.

 - A. Declaration of the HOA (other than the plats and plans). The Declaration is often the first section of the Covenants, Condition and Restrictions.
 - B. Bylaws of the HOA
 - C. Rules of the HOA. The Rules of the HOA may also be referred to as the "Policies" of the HOA.
 - D. Covenants, Conditions and Restrictions applicable to the Property
2. **DISCLOSURE CERTIFICATE.**
 - A. There is is not a right of first refusal or other restraint on the free alienability of the Property. If there is a right of first refusal or other restraint on the free alienability of the Property, the terms of such are as follows: _____
 - B. *The amount of monthly common expense assessment and unpaid common expense or special assessment currently due and payable from the Seller Property owner: \$ _____*
PER NEW MEXICO LAW, A BUYER IS NOT LIABLE FOR ANY UNPAID ASSESSMENT OR FEE GREATER THAN THE AMOUNT, PRORATED TO THE DATE OF CLOSING.
 - C. *The amount of other fees payable by the Seller Property owner: \$ _____*
PER NEW MEXICO LAW, A BUYER IS NOT LIABLE FOR ANY UNPAID ASSESSMENT OR FEE GREATER THAN THE AMOUNT, PRORATED TO THE DATE OF CLOSING

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- D.** The amount of any capital expenditures anticipated by the HOA and approved by the HOA Board of Directors for the current fiscal year and the two next succeeding fiscal years: \$ _____.
- E.** The amount of any reserves for capital expenditures and of any portions of those reserves designed by the HOA for any approved projects: \$ _____.
- F.** The most recent regularly prepared balance sheet and income and expense statement, if any, of the HOA: Attached hereto as Exhibit _____.
- G.** The current operating budget of the HOA: Attached hereto as Exhibit _____.
- H.** Does the HOA have actual knowledge of any unsatisfied judgments or pending suits against the HOA? YES NO
If yes, identify the judgments and/or pending lawsuits and provide the status of any such judgments or suits:

- I.** Does the HOA provide insurance coverage for the benefit of Property owners and the HOA Board of Directors?
 YES NO If yes, describe the policy: _____
- J.** Do the records of the HOA reflect alterations or improvements to the lot that violate the Declaration? YES NO
If yes, describe the violation: _____
- K.** Is there a leasehold estate affecting the HOA? YES NO If yes, provide a statement of the remaining term of the leasehold and the provisions governing any extension or renewal thereof: _____
- L.** The contact person and contact information for the HOA: _____

CERTIFICATION IS REQUESTED BY:

By signature hereto, Seller Seller's Agent Seller's Broker

Name

Signature Date

Name

Signature Date

PREPARED BY:

HOA Representative Signature Date

CERTIFICATION IS DELIVERED TO BUYER

By signature hereto, Seller Seller's Agent Seller's Broker certifies that he/she has delivered to the Buyer, the above information:

Name

Signature Date

PER NEW MEXICO LAW, THE SELLER IS NOT LIABLE TO THE BUYER FOR ANY ERRONEOUS INFORMATION PROVIDED BY THE HOA AND INCLUDED IN THE DISCLOSURE CERTIFICATE.

ACKNOWLEDGEMENT OF RECEIPT BY BUYER – NOTE: Buyer has 7 days from date of receipt of the Section 2 information– the Disclosure Certificate - to terminate the Purchase Agreement.

By signature hereto, Buyer acknowledges receipt of the above information.

Buyer's Name

Buyer's Name

Buyer's Signature Date

Buyer's Signature Date