

**TURTLEBACK OWNERS ASSOCIATION, INC.**  
**VIOLATION OF COVENANTS, CONDITIONS AND RESTRICTIONS POLICY**

The following violation policy ("Policy") has been adopted by the Board of Directors ("Board") of TURTLEBACK OWNERS ASSOCIATION, INC. ("Turtleback") on this 19th day of January, 2024. Said Policy shall be in full force and effect as of the date set forth above.

1. **Governing Documents.** The Governing Documents consist of:

a. Articles of Incorporation of Turtleback Owners Association, Inc., filed on November 14, 2006, and any amendments thereto (hereinafter "Articles");

b. Declaration of Restrictive Covenants dated January 22, 2007, filed for record June 23, 2007, in Book 108, pages 725-745, records of Sierra County, New Mexico and First Amendment filed for record September 2, 2021, in Book 136, page 4921, records of Sierra County, New Mexico (collectively referred to as "Declarations");

c. Bylaws of the Turtleback Owners Association, Inc., a New Mexico Nonprofit Corporation, dated January 23, 2007; and

e. Landscaping Guidelines, Design Review Process, Construction Regulations, Architectural Style Guide and Design Guide.

2. **Determination of Violation(s) and First Notice of Violation.** A member of the Board, the Architectural Review Committee ("ARC"), or any management company hired by the Board shall determine whether a violation of any provisions of the Governing Documents may have occurred. Upon determination of a possible violation(s), a letter ("First Notice") shall be sent to the owner of the property ("Owner") which describes: a) the possible violation(s); b) the requested cure; and, c) the thirty (30) day time period from the date of the notice ("Cure Period") within which to cure any such violation ("First Notice"). A form of the First Notice is attached hereto as Exhibit A. The Owner is encouraged to contact the sender of the First Notice within the Cure Period to attempt to reach a mutually agreeable determination as to what cure is appropriate or if additional time may be necessary to cure any possible violation(s).

3. **Second Notice of Violation(s).** In the event the violation(s) set forth in the First Notice is not cured within the Cure Period set forth in the First Notice, or any extended time period mutually agreed upon in writing by the Board, ARC or management company and the Owner, a second notice ("Second Notice") shall be sent in writing to the Owner which describes: a) the violation(s); b) the required cure; c) the Cure Period of thirty (30) days; d) the amount of the fine of \$50.00 for each such violation; and, d) the right of the Owner to either submit a written statement or request a hearing to object to the fine(s) within fourteen (14) days of the date of the Second Notice ("Objection Period").

4. **Third Notice of Violation(s).** In the event the violation(s) set forth in the Second Notice is not cured within the Cure Period set forth in the Second Notice, or any extended time period mutually agreed upon in writing by the Board, ARC or management company and the

Owner, a third notice ("Third Notice") shall be sent in writing to the Owner which describes: a) the violation(s); b) the required cure; c) the Cure Period of thirty (30) days; d) the amount of the fine of \$100.00 for each such violation; and, d) the right of the Owner to either submit a written statement or request a hearing to object to the fine within fourteen (14) days of the date of the Third Notice ("Objection Period").

5. **Fourth Notice of Violation(s).** In the event the violation(s) set forth in the Third Notice is not cured within the Cure Period set forth in the Third Notice, or any extended time period mutually agreed upon in writing by the Board, ARC or management company and the Owner, a fourth notice ("Fourth Notice") shall be sent in writing to the Owner which describes: a) the violation(s); b) \$750.00 for each such violation; d) the election of the Board to file suit against the Owner to seek an injunction and damages for the breach and to seek costs and attorney's fees; and, e) the right of the Owner to either submit a written statement or request a hearing to object to the fine within fourteen (14) days of the date of the Third Notice ("Objection Period").

6. **Objections.** In the event the Owner does not timely object within the Objection Periods set forth in paragraphs 3, 4 and 5 above, the fine(s) may be imposed immediately after expiration of the applicable Objection Period, calculated from the date of violation. In the event the Owner timely objects to the imposition of the fine(s) within the applicable Objection Period, the Board or, the ARC if appointed by the Board, shall review the Owner's written objection or set a hearing. After such consideration of the written objection or hearing, a vote by the Board or, the ARC if appointed by the Board, shall be taken as to whether to impose the fine(s). A majority vote of the Board or the ACC shall determine whether or not the fine(s) shall be imposed. The Board shall thereafter send a written notice to the Owner of the Board's or ACC's determination.

7. **Violations Posing Imminent Threat to Public Health and Safety.** Notice and a hearing are not required for violations that pose an imminent threat to public health and safety.

8. **Additional Enforcement:** Notwithstanding the procedures set forth above, the Board may decide, at any time, whether to proceed to file suit against the Owner to seek its damages, obtain an injunction, or obtain relief as allowed by the Court and the laws of the State of New Mexico.

9. **Not Applicable to Unpaid Assessments:** Pursuant to the NM HOA Act, Section 47-16-18, the above paragraphs 2, 3, 4, 5 and 6 do not apply to the default of the Owner in failing to pay assessments or special assessments. The unpaid assessments are a lien against the Property. The Board may elect to immediately file suit to obtain a judgment for unpaid assessments and/or elect to foreclose its lien against the lot of the Owner in default as provided for in the Declaration.

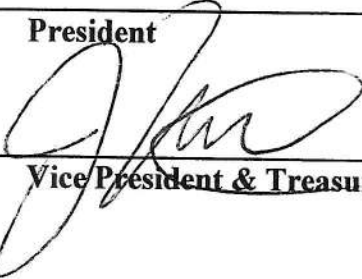
**APPROVED BY A MAJORITY VOTE OF THE BOARD OF DIRECTORS, the date and year first written above.**

**BOARD OF DIRECTORS:**



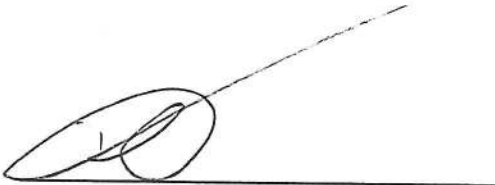
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**President**



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**Vice President & Treasurer**



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**Secretary**