

LIEN FOR COMMON CHARGES

To: The County Clerk of \_\_\_\_\_ County, State of New York, and whom else it may concern,

Notice is hereby given that \_\_\_\_\_ (the name of the homeowners' association) \_\_\_\_\_, Inc., the undersigned lienor, has and claims a lien for unpaid common charges, pursuant to §339-z of the Real Property Law of the State of New York as follows:

1. The name of the lienor is \_\_\_\_\_ (the name of the homeowners' association) \_\_\_\_\_, acting on behalf of all property owners of \_\_\_\_\_, a real estate subdivision and Property Owners Association pursuant to a declaration recorded on \_\_\_\_\_ in the Office of the County Clerk for this County in Liber \_\_\_\_ of Deeds at Page \_\_\_\_\_ (hereinafter called "the declaration"). Lienor's attorney is \_\_\_\_\_.
2. The name of the owner of the real property described below, against whose interest lienor claims a lien, is \_\_\_\_\_ and his/her interest is owner of fee.
3. The property subject to the lien claimed herein is described as Town of Davenport, Tax Map no. \_\_\_\_\_.
4. As provided in the Declaration, the owner of the property is liable for assessments and charges.
5. As recited either expressly or by implication in the Deed to the property recorded in this Office on \_\_\_\_\_ in Liber \_\_\_\_ of Deeds at Page \_\_\_\_\_, the property is held subject to all terms and conditions contained in the Declaration, including the condition that the assessments and charges set forth above must be paid by the property owner.
6. Assessments and charges and interest thereon, in the amount of \$\_\_\_\_\_ are and remain due and owing with respect to the property.

The undersigned, as the Property Owners Association organized pursuant to New York laws, claims a lien on Tax Map Parcel no. \_\_\_\_\_ until all sums for unpaid assessments and charges and accrued interest thereon shall have been paid.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(name of homeowners' association)

By:

\_\_\_\_\_  
(Name), President

STATE OF NEW YORK     )  
COUNTY OF \_\_\_\_\_ ) ss.:

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or provided to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public: State of New York

The above is a one-page document that gets recorded with the County Clerk.

Always check to see if law has changed in any way:

<http://public.leginfo.state.ny.us/lawssrch.cgi?NVLWO>:

## **Real Property**

§ 339-z. Lien for common charges; priority; exoneration of grantor and grantee. The board of managers, on behalf of the unit owners, shall have a lien on each unit for the unpaid common charges thereof, together with interest thereon, prior to all other liens except only (i) liens for taxes on the unit in favor of any assessing unit, school district, special district, county or other taxing unit, (ii) all sums unpaid on a first mortgage of record, and (iii) all sums unpaid on a subordinate mortgage of record held by the New York job development authority, the New York state urban development corporation, the division of housing and community renewal, the housing trust fund corporation, the New York city housing development corporation, or in a city having a population of one million or more, the department of housing, preservation and development. Upon the sale or conveyance of a unit, such unpaid common charges shall be paid out of the sale proceeds or by the grantee. Any grantor or grantee of a unit shall be entitled to a statement from the manager or board of managers, setting forth the amount of the unpaid common charges accrued against the unit, and neither such grantor nor grantee shall be liable for, nor shall the unit conveyed be subject to a lien for, any unpaid common charges against such unit accrued prior to such conveyance in excess of the amount therein set forth. Notwithstanding the above, the declaration of an exclusive non-residential condominium may provide that the lien for common charges will be superior to any mortgage liens of record.

## **Real Property**

§ 339-aa. Lien for common charges; duration; foreclosure. The lien provided for in the immediately preceding section shall be effective from and after the filing in the office of the recording officer in which the declaration is filed a verified notice of lien stating the name (if any) and address of the property, the liber and page of record of the declaration, the name of the record owner of the unit, the unit designation, the amount and purpose for which due, and the date when due; and shall continue in effect until all sums secured thereby, with the interest thereon, shall have been fully paid or until expiration six years from the date of filing, whichever occurs sooner. In the event that unpaid common charges are due, any member of the board of managers may file a notice of lien as described herein if no notice of lien has been filed within sixty days after the unpaid charges are due. Upon such payment the unit owner shall be entitled to an instrument duly executed and acknowledged certifying to the fact of payment. Such lien may be foreclosed by suit authorized by and brought in the name of the board of managers, acting on behalf of the unit owners, in like manner as a mortgage of real property, without the necessity, however, of naming as a party defendant any person solely by reason of his owning a common interest with respect to the property. In any such foreclosure the unit owner shall be required to pay a reasonable rental for the unit for any

period prior to sale pursuant to judgment of foreclosure and sale, if so provided in the by-laws, and the plaintiff in such foreclosure shall be entitled to the appointment of a receiver to collect the same. The board of managers, acting on behalf of the unit owners, shall have power, unless prohibited by the by-laws, to bid in the unit at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Suit to recover a money judgment for unpaid common charges shall be maintainable without foreclosing or waiving the lien securing the same, and foreclosure shall be maintainable notwithstanding the pendency of suit to recover a money judgment.

Notwithstanding any other provision of this article, if a municipal corporation acquires title to a unit as a result of tax enforcement proceedings, such municipal corporation shall not be liable for and shall not be subject to suit for recovery of the common charges applicable to such unit during the period while title to such unit is held by the municipal corporation or for the payment of any rental for the unit under the provisions of this section, except to the extent of any rent arising from such unit received by such municipal corporation during such period.

Except as herein specifically provided, nothing contained herein shall affect or impair or release the unit from the lien for such common charges or impair or diminish the rights of the manager or the board of managers on behalf of the unit owners under this section and section three hundred thirty-nine-z.