

ASSEMBLY BILL NO. 335—ASSEMBLYMEN JAUREGUI; AND HAFEN

MARCH 18, 2019

Referred to Committee on Government Affairs

SUMMARY—Revises provisions relating to real property.  
(BDR 10-287)

FISCAL NOTE: Effect on Local Government: No.  
Effect on the State: Yes.

~

EXPLANATION – Matter in *bolded italics* is new; matter between brackets ~~omitted material~~ is material to be omitted.

AN ACT relating to real property; revising provisions relating to the fees that a unit-owners' association for a common-interest community may charge for certain services; revising provisions relating to the resale of a unit in a common-interest community or condominium hotel; and providing other matters properly relating thereto.

**Legislative Counsel's Digest:**

Existing law authorizes a unit-owners' association for a common-interest community to charge certain fees for performing certain services. (NRS 116.3102) **Section 1** of this bill authorizes an association to impose a fee for opening or closing any file for each unit.

Existing law requires a unit's owner in a common-interest community or condominium hotel to furnish to a prospective buyer a resale package containing certain information. (NRS 116.4109, 116B.760) **Sections 3 and 5** of this bill: (1) specify that certain periods for taking certain actions relating to the resale package must be measured in either calendar days or business days; and (2) provide that the resale package remains effective for 90 calendar days. **Section 3** also requires an association for a common-interest community to provide a copy of a statement of demand to an interested party not later than 10 calendar days after receipt of a written request to do so. **Section 3.5** of this bill: (1) establishes a maximum fee that an association for a common-interest community may charge for furnishing a certificate for inclusion in the resale package; (2) eliminates the authority to charge a fee for providing certain documents in electronic format; and (3) increases the amount an association for a common-interest community may charge for furnishing a statement of demand.

**Sections 2 and 6** of this bill make conforming changes.



THE PEOPLE OF THE STATE OF NEVADA, REPRESENTED IN  
SENATE AND ASSEMBLY, DO ENACT AS FOLLOWS:

**Section 1.** NRS 116.3102 is hereby amended to read as follows:

116.3102 1. Except as otherwise provided in this chapter, and subject to the provisions of the declaration, the association:

(a) Shall adopt and, except as otherwise provided in the bylaws, may amend bylaws and may adopt and amend rules and regulations.

(b) Shall adopt and may amend budgets in accordance with the requirements set forth in NRS 116.31151, may collect assessments for common expenses from the units' owners and may invest funds of the association in accordance with the requirements set forth in NRS 116.311395.

(c) May hire and discharge managing agents and other employees, agents and independent contractors.

(d) May institute, defend or intervene in litigation or in arbitration, mediation or administrative proceedings in its own name on behalf of itself or two or more units' owners on matters affecting the common-interest community. The association may not institute, defend or intervene in litigation or in arbitration, mediation or administrative proceedings in its own name on behalf of itself or units' owners with respect to an action for a constructional defect pursuant to NRS 40.600 to 40.695, inclusive, unless the action pertains exclusively to common elements.

(e) May make contracts and incur liabilities. Any contract between the association and a private entity for the furnishing of goods or services must not include a provision granting the private entity the right of first refusal with respect to extension or renewal of the contract.

(f) May regulate the use, maintenance, repair, replacement and modification of common elements.

(g) May cause additional improvements to be made as a part of the common elements.

(h) May acquire, hold, encumber and convey in its own name any right, title or interest to real estate or personal property, but:

(1) Common elements in a condominium or planned community may be conveyed or subjected to a security interest only pursuant to NRS 116.3112; and

(2) Part of a cooperative may be conveyed, or all or part of a cooperative may be subjected to a security interest, only pursuant to NRS 116.3112.

(i) May grant easements, leases, licenses and concessions through or over the common elements.



(j) May impose and receive any payments, fees or charges for the use, rental or operation of the common elements, other than limited common elements described in subsections 2 and 4 of NRS 116.2102, and for services provided to the units' owners, including, without limitation, any services provided pursuant to NRS 116.310312.

(k) May impose charges for late payment of assessments pursuant to NRS 116.3115.

(l) May impose construction penalties when authorized pursuant to NRS 116.310305.

(m) May impose reasonable fines for violations of the governing documents of the association only if the association complies with the requirements set forth in NRS 116.31031.

(n) May impose reasonable charges for the preparation and recordation of any amendments to the declaration or any statements of unpaid assessments, and impose reasonable fees, not to exceed the amounts authorized by NRS 116.4109, for preparing and furnishing the documents and certificate required by that section.

(o) *May impose a reasonable fee for opening or closing any file for each unit. Such a fee:*

*(1) Must be based on the actual cost the association incurs to open or close any file.*

*(2) Must not exceed \$350.*

*(3) Must not be charged to both the seller and the purchaser of a unit.*

*(4) Except as otherwise provided in this subparagraph and subject to the limitation set forth in subparagraph (2), may increase, on an annual basis, by a percentage equal to the percentage of increase in the Consumer Price Index (All Items) published by the United States Department of Labor for the preceding calendar year. The fee must not increase by more than 3 percent each year.*

(p) May provide for the indemnification of its officers and executive board and maintain directors and officers liability insurance.

~~[(p)]~~ (q) May assign its right to future income, including the right to receive assessments for common expenses, but only to the extent the declaration expressly so provides.

~~[(q)]~~ (r) May exercise any other powers conferred by the declaration or bylaws.

~~[(r)]~~ (s) May exercise all other powers that may be exercised in this State by legal entities of the same type as the association.

~~[(s)]~~ (t) May direct the removal of vehicles improperly parked on property owned or leased by the association, as authorized pursuant to NRS 487.038, or improperly parked on any road, street,



1 alley or other thoroughfare within the common-interest community  
2 in violation of the governing documents. In addition to complying  
3 with the requirements of NRS 487.038 and any requirements in the  
4 governing documents, if a vehicle is improperly parked as described  
5 in this paragraph, the association must post written notice in a  
6 conspicuous place on the vehicle or provide oral or written notice to  
7 the owner or operator of the vehicle at least 48 hours before the  
8 association may direct the removal of the vehicle, unless the vehicle:

9 (1) Is blocking a fire hydrant, fire lane or parking space  
10 designated for the handicapped; or

11 (2) Poses an imminent threat of causing a substantial adverse  
12 effect on the health, safety or welfare of the units' owners or  
13 residents of the common-interest community.

14 ~~(((u)))~~ (u) May exercise any other powers necessary and proper for  
15 the governance and operation of the association.

16 2. The declaration may not limit the power of the association to  
17 deal with the declarant if the limit is more restrictive than the limit  
18 imposed on the power of the association to deal with other persons.

19 3. The executive board may determine whether to take  
20 enforcement action by exercising the association's power to impose  
21 sanctions or commence an action for a violation of the declaration,  
22 bylaws or rules, including whether to compromise any claim for  
23 unpaid assessments or other claim made by or against it. The  
24 executive board does not have a duty to take enforcement action if it  
25 determines that, under the facts and circumstances presented:

26 (a) The association's legal position does not justify taking any or  
27 further enforcement action;

28 (b) The covenant, restriction or rule being enforced is, or is  
29 likely to be construed as, inconsistent with current law;

30 (c) Although a violation may exist or may have occurred, it is  
31 not so material as to be objectionable to a reasonable person or to  
32 justify expending the association's resources; or

33 (d) It is not in the association's best interests to pursue an  
34 enforcement action.

35 4. The executive board's decision under subsection 3 not to  
36 pursue enforcement under one set of circumstances does not prevent  
37 the executive board from taking enforcement action under another  
38 set of circumstances, but the executive board may not be arbitrary or  
39 capricious in taking enforcement action.

40 5. Notwithstanding any provision of this chapter or the  
41 governing documents to the contrary, an association may not impose  
42 any assessment pursuant to this chapter or the governing documents  
43 on the owner of any property in the common-interest community  
44 that is exempt from taxation pursuant to NRS 361.125. For the  
45 purposes of this subsection, "assessment" does not include any



charge for any utility services, including, without limitation, telecommunications, broadband communications, cable television, electricity, natural gas, sewer services, garbage collection, water or for any other service which is delivered to and used or consumed directly by the property in the common-interest community that is exempt from taxation pursuant to NRS 361.125.

**Sec. 2.** NRS 116.3116 is hereby amended to read as follows:

116.3116 1. The association has a lien on a unit for any construction penalty that is imposed against the unit's owner pursuant to NRS 116.310305, any assessment levied against that unit or any fines imposed against the unit's owner from the time the construction penalty, assessment or fine becomes due. Unless the declaration otherwise provides, any penalties, fees, charges, late charges, fines and interest charged pursuant to paragraphs (j) to ~~(n)~~ (o), inclusive, of subsection 1 of NRS 116.3102 and any costs of collecting a past due obligation charged pursuant to NRS 116.310313 are enforceable as assessments under this section. If an assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment thereof becomes due.

2. A lien under this section is prior to all other liens and encumbrances on a unit except:

(a) Liens and encumbrances recorded before the recordation of the declaration and, in a cooperative, liens and encumbrances which the association creates, assumes or takes subject to;

(b) A first security interest on the unit recorded before the date on which the assessment sought to be enforced became delinquent or, in a cooperative, the first security interest encumbering only the unit's owner's interest and perfected before the date on which the assessment sought to be enforced became delinquent, except that a lien under this section is prior to a security interest described in this paragraph to the extent set forth in subsection 3;

(c) Liens for real estate taxes and other governmental assessments or charges against the unit or cooperative; and

(d) Liens for any fee or charge levied pursuant to subsection 1 of NRS 444.520.

3. A lien under this section is prior to all security interests described in paragraph (b) of subsection 2 to the extent of:

(a) Any charges incurred by the association on a unit pursuant to NRS 116.310312;

(b) The unpaid amount of assessments, not to exceed an amount equal to assessments for common expenses based on the periodic budget adopted by the association pursuant to NRS 116.3115 which would have become due in the absence of acceleration during the 9 months immediately preceding the date on which the notice of



1 default and election to sell is recorded pursuant to paragraph (b) of  
2 subsection 1 of NRS 116.31162; and

3 (c) The costs incurred by the association to enforce the lien in an  
4 amount not to exceed the amounts set forth in subsection 5,

5 ➤ unless federal regulations adopted by the Federal Home Loan  
6 Mortgage Corporation or the Federal National Mortgage  
7 Association require a shorter period of priority for the lien. If federal  
8 regulations adopted by the Federal Home Loan Mortgage  
9 Corporation or the Federal National Mortgage Association require a  
10 shorter period of priority for the lien, the period during which the  
11 lien is prior to all security interests described in paragraph (b) of  
12 subsection 2 must be determined in accordance with those federal  
13 regulations, except that notwithstanding the provisions of the federal  
14 regulations, the period of priority for the lien must not be less than  
15 the 6 months immediately preceding the recording of a notice of  
16 default and election to sell pursuant to paragraph (b) of subsection 1  
17 of NRS 116.31162 or the institution of a judicial action to enforce  
18 the lien.

19 4. This section does not affect the priority of mechanics' or  
20 materialmen's liens, or the priority of liens for other assessments  
21 made by the association.

22 5. The amount of the costs of enforcing the association's lien  
23 that are prior to the security interest described in paragraph (b) of  
24 subsection 2 must not exceed the actual costs incurred by the  
25 association, must not include more than one trustee's sale guaranty  
26 and must not exceed:

27 (a) For a demand or intent to lien letter, \$150.

28 (b) For a notice of delinquent assessment, \$325.

29 (c) For an intent to record a notice of default letter, \$90.

30 (d) For a notice of default, \$400.

31 (e) For a trustee's sale guaranty, \$400.

32 ➤ No costs of enforcing the association's lien, other than the costs  
33 described in this subsection, and no amount of attorney's fees may  
34 be included in the amount of the association's lien that is prior to the  
35 security interest described in paragraph (b) of subsection 2.

36 6. Notwithstanding any other provision of law, an association,  
37 or member of the executive board, officer, employee or unit's owner  
38 of the association, acting under the authority of this chapter or the  
39 governing documents of the association, or the community manager  
40 of the association, or any employee, agent or affiliate of the  
41 community manager, while engaged in the management of the  
42 common-interest community governed by the association, is not  
43 required to be licensed as a collection agency pursuant to chapter  
44 649 of NRS or hire or contract with a collection agency licensed  
45 pursuant to chapter 649 of NRS to collect amounts due to the



1 association in accordance with subsection 1 before the recording of  
2 a notice of default and election to sell pursuant to paragraph (b) of  
3 subsection 1 of NRS 116.31162.

4 7. The holder of the security interest described in paragraph (b)  
5 of subsection 2 or the holder's authorized agent may establish an  
6 escrow account, loan trust account or other impound account for  
7 advance contributions for the payment of assessments for common  
8 expenses based on the periodic budget adopted by the association  
9 pursuant to NRS 116.3115 if the unit's owner and the holder of that  
10 security interest consent to the establishment of such an account. If  
11 such an account is established, payments from the account for  
12 assessments for common expenses must be made in accordance with  
13 the same due dates as apply to payments of such assessments by a  
14 unit's owner.

15 8. Unless the declaration otherwise provides, if two or more  
16 associations have liens for assessments created at any time on the  
17 same property, those liens have equal priority.

18 9. Recording of the declaration constitutes record notice and  
19 perfection of the lien. No further recordation of any claim of lien for  
20 assessment under this section is required.

21 10. A lien for unpaid assessments is extinguished unless a  
22 notice of default and election to sell is recorded as required by  
23 paragraph (b) of subsection 1 of NRS 116.31162, or judicial  
24 proceedings to enforce the lien are instituted, within 3 years after the  
25 full amount of the assessments becomes due.

26 11. This section does not prohibit actions to recover sums for  
27 which subsection 1 creates a lien or prohibit an association from  
28 taking a deed in lieu of foreclosure.

29 12. A judgment or decree in any action brought under this  
30 section must include costs and reasonable attorney's fees for the  
31 prevailing party.

32 13. The association, upon written request, shall furnish to a  
33 unit's owner a statement setting forth the amount of unpaid  
34 assessments against the unit. If the interest of the unit's owner is real  
35 estate or if a lien for the unpaid assessments may be foreclosed  
36 under NRS 116.31162 to 116.31168, inclusive, the statement must  
37 be in recordable form. The statement must be furnished within 10  
38 business days after receipt of the request and is binding on the  
39 association, the executive board and every unit's owner.

40 14. In a cooperative, upon nonpayment of an assessment on a  
41 unit, the unit's owner may be evicted in the same manner as  
42 provided by law in the case of an unlawful holdover by a  
43 commercial tenant, and:



(a) In a cooperative where the owner's interest in a unit is real estate under NRS 116.1105, the association's lien may be foreclosed under NRS 116.31162 to 116.31168, inclusive.

(b) In a cooperative where the owner's interest in a unit is personal property under NRS 116.1105, the association's lien:

(1) May be foreclosed as a security interest under NRS 104.9101 to 104.9709, inclusive; or

(2) If the declaration so provides, may be foreclosed under NRS 116.31162 to 116.31168, inclusive.

15. In an action by an association to collect assessments or to foreclose a lien created under this section, the court may appoint a receiver to collect all rents or other income from the unit alleged to be due and owing to a unit's owner before commencement or during pendency of the action. The receivership is governed by chapter 32 of NRS. The court may order the receiver to pay any sums held by the receiver to the association during pendency of the action to the extent of the association's common expense assessments based on a periodic budget adopted by the association pursuant to NRS 116.3115.

16. Notwithstanding any other provision of law, any payment of an amount due to an association in accordance with subsection 1 by the holder of any lien or encumbrance on a unit that is subordinate to the association's lien under this section becomes a debt due from the unit's owner to the holder of the lien or encumbrance.

**Sec. 3.** NRS 116.4109 is hereby amended to read as follows:

116.4109 1. Except in the case of a sale in which delivery of a public offering statement is required, or unless exempt under subsection 2 of NRS 116.4101, a unit's owner or his or her authorized agent shall, at the expense of the unit's owner, furnish to a purchaser a resale package containing all of the following:

(a) A copy of the declaration, other than any plats, the bylaws, the rules or regulations of the association and the information statement required by NRS 116.41095.

(b) A statement from the association setting forth the amount of the monthly assessment for common expenses and any unpaid obligation of any kind, including, without limitation, management fees, transfer fees, fines, penalties, interest, collection costs, foreclosure fees and attorney's fees currently due from the selling unit's owner.

(c) A copy of the current operating budget of the association and current year-to-date financial statement for the association, which must include a summary of the reserves of the association required by NRS 116.31152 and which must include, without limitation, a





summary of the information described in paragraphs (a) to (e), inclusive, of subsection 3 of NRS 116.31152.

(d) A statement of any unsatisfied judgments or pending legal actions against the association and the status of any pending legal actions relating to the common-interest community of which the unit's owner has actual knowledge.

(e) A statement of any transfer fees, transaction fees or any other fees associated with the resale of a unit.

(f) In addition to any other document, a statement describing all current and expected fees or charges for each unit, including, without limitation, association fees, fines, assessments, late charges or penalties, interest rates on delinquent assessments, additional costs for collecting past due fines and charges for opening or closing any file for each unit.

2. The purchaser may, by written notice, cancel the contract of purchase until midnight of the fifth calendar day following the date of receipt of the resale package described in subsection 1, and the contract for purchase must contain a provision to that effect. If the purchaser elects to cancel a contract pursuant to this subsection, the purchaser must hand deliver the notice of cancellation to the unit's owner or his or her authorized agent, mail the notice of cancellation by prepaid United States mail to the unit's owner or his or her authorized agent or deliver the notice of cancellation by electronic transmission to the unit's owner or his or her authorized agent. Cancellation is without penalty, and all payments made by the purchaser before cancellation must be refunded promptly. If the purchaser has accepted a conveyance of the unit, the purchaser is not entitled to:

(a) Cancel the contract pursuant to this subsection; or

(b) Damages, rescission or other relief based solely on the ground that the unit's owner or his or her authorized agent failed to furnish the resale package, or any portion thereof, as required by this section.

3. Within 10 *calendar* days after receipt of a written request by a unit's owner or his or her authorized agent, the association shall furnish all of the following to the unit's owner or his or her authorized agent for inclusion in the resale package:

(a) Copies of the documents required pursuant to paragraphs (a) and (c) of subsection 1; and

(b) A certificate containing the information necessary to enable the unit's owner to comply with paragraphs (b), (d), (e) and (f) of subsection 1.

4. If the association furnishes the documents and certificate pursuant to subsection 3:



(a) The unit's owner or his or her authorized agent shall include the documents and certificate in the resale package provided to the purchaser, and neither the unit's owner nor his or her authorized agent is liable to the purchaser for any erroneous information provided by the association and included in the documents and certificate.

(b) The association may charge the unit's owner a reasonable fee to cover the cost of preparing the certificate furnished pursuant to subsection 3. Such a fee must be based on the actual cost the association incurs to fulfill the requirements of this section in preparing the certificate. The Commission shall adopt regulations establishing the maximum amount of the fee that an association may charge for preparing the certificate.

(c) The other documents furnished pursuant to subsection 3 must be provided in electronic format to the unit's owner. The association may charge the unit's owner a fee, not to exceed \$20, to provide such documents in electronic format. If the association is unable to provide such documents in electronic format, the association may charge the unit's owner a reasonable fee, not to exceed 25 cents per page for the first 10 pages, and 10 cents per page thereafter, to cover the cost of copying.

(d) Except for the fees allowed pursuant to paragraphs (b) and (c), the association may not charge the unit's owner any other fees for preparing or furnishing the documents and certificate pursuant to subsection 3.

5. Neither a purchaser nor the purchaser's interest in a unit is liable for any unpaid assessment or fee greater than the amount set forth in the documents and certificate prepared by the association. If the association fails to furnish the documents and certificate within the 10 *calendar* days allowed by this section, the purchaser is not liable for the delinquent assessment. *A resale package provided to a unit's owner or his or her authorized agent pursuant to this section remains effective for 90 calendar days.*

6. Upon the request of a unit's owner or his or her authorized agent, or upon the request of a purchaser to whom the unit's owner has provided a resale package pursuant to this section or his or her authorized agent, the association shall make the entire study of the reserves of the association which is required by NRS 116.31152 reasonably available for the unit's owner, purchaser or authorized agent to inspect, examine, photocopy and audit. The study must be made available at the business office of the association or some other suitable location within the county where the common-interest community is situated or, if it is situated in more than one county, within one of those counties.



7. A unit's owner, the authorized agent of the unit's owner or the holder of a security interest on the unit may request a statement of demand from the association. Not later than 10 *calendar* days after receipt of a written request from the unit's owner, the authorized agent of the unit's owner or the holder of a security interest on the unit for a statement of demand, the association shall furnish a statement of demand to the person who requested the statement ~~and~~ *and provide a copy of the statement to any other interested party*. The association may charge a fee of not more than \$150 to prepare and furnish a statement of demand pursuant to this subsection and an additional fee of not more than \$100 to furnish a statement of demand within 3 *business* days after receipt of a written request for a statement of demand. The statement of demand:

(a) Must set forth the amount of the monthly assessment for common expenses and any unpaid obligation of any kind, including, without limitation, management fees, transfer fees, fines, penalties, interest, collection costs, foreclosure fees and attorney's fees currently due from the selling unit's owner; and

(b) Remains effective for the period specified in the statement of demand, which must not be less than 15 business days after the date of delivery by the association to the unit's owner, the authorized agent of the unit's owner or the holder of a security interest on the unit, whichever is applicable.

*As used in this subsection, "interested party" includes the unit's owner selling the unit and the prospective purchaser of the unit.*

8. If the association becomes aware of an error in a statement of demand furnished pursuant to subsection 7 during the period in which the statement of demand is effective but before the consummation of a resale for which a resale package was furnished pursuant to subsection 1, the association must deliver a replacement statement of demand to the person who requested the statement of demand. Unless the person who requested the statement of demand receives a replacement statement of demand, the person may rely upon the accuracy of the information set forth in the statement of demand provided by the association for the resale. Payment of the amount set forth in the statement of demand constitutes full payment of the amount due from the selling unit's owner.

**Sec. 3.5.** NRS 116.4109 is hereby amended to read as follows:

116.4109 1. Except in the case of a sale in which delivery of a public offering statement is required, or unless exempt under subsection 2 of NRS 116.4101, a unit's owner or his or her authorized agent shall, at the expense of the unit's owner, furnish to a purchaser a resale package containing all of the following:



(a) A copy of the declaration, other than any plats, the bylaws, the rules or regulations of the association and the information statement required by NRS 116.41095.

(b) A statement from the association setting forth the amount of the monthly assessment for common expenses and any unpaid obligation of any kind, including, without limitation, management fees, transfer fees, fines, penalties, interest, collection costs, foreclosure fees and attorney's fees currently due from the selling unit's owner.

(c) A copy of the current operating budget of the association and current year-to-date financial statement for the association, which must include a summary of the reserves of the association required by NRS 116.31152 and which must include, without limitation, a summary of the information described in paragraphs (a) to (e), inclusive, of subsection 3 of NRS 116.31152.

(d) A statement of any unsatisfied judgments or pending legal actions against the association and the status of any pending legal actions relating to the common-interest community of which the unit's owner has actual knowledge.

(e) A statement of any transfer fees, transaction fees or any other fees associated with the resale of a unit.

(f) In addition to any other document, a statement describing all current and expected fees or charges for each unit, including, without limitation, association fees, fines, assessments, late charges or penalties, interest rates on delinquent assessments, additional costs for collecting past due fines and charges for opening or closing any file for each unit.

2. The purchaser may, by written notice, cancel the contract of purchase until midnight of the fifth calendar day following the date of receipt of the resale package described in subsection 1, and the contract for purchase must contain a provision to that effect. If the purchaser elects to cancel a contract pursuant to this subsection, the purchaser must hand deliver the notice of cancellation to the unit's owner or his or her authorized agent, mail the notice of cancellation by prepaid United States mail to the unit's owner or his or her authorized agent or deliver the notice of cancellation by electronic transmission to the unit's owner or his or her authorized agent. Cancellation is without penalty, and all payments made by the purchaser before cancellation must be refunded promptly. If the purchaser has accepted a conveyance of the unit, the purchaser is not entitled to:

(a) Cancel the contract pursuant to this subsection; or

(b) Damages, rescission or other relief based solely on the ground that the unit's owner or his or her authorized agent failed to



furnish the resale package, or any portion thereof, as required by this section.

3. Within 10 calendar days after receipt of a written request by a unit's owner or his or her authorized agent, the association shall furnish all of the following to the unit's owner or his or her authorized agent for inclusion in the resale package:

(a) Copies of the documents required pursuant to paragraphs (a) and (c) of subsection 1; and

(b) A certificate containing the information necessary to enable the unit's owner to comply with paragraphs (b), (d), (e) and (f) of subsection 1.

4. If the association furnishes the documents and certificate pursuant to subsection 3:

(a) The unit's owner or his or her authorized agent shall include the documents and certificate in the resale package provided to the purchaser, and neither the unit's owner nor his or her authorized agent is liable to the purchaser for any erroneous information provided by the association and included in the documents and certificate.

(b) The association may charge the unit's owner a reasonable fee to cover the cost of preparing the certificate furnished pursuant to subsection 3. Such a fee must be based on the actual cost the association incurs to fulfill the requirements of this section in preparing the certificate. The Commission shall adopt regulations establishing the maximum amount of the fee that an association may charge for preparing the certificate ~~[-]~~, *which must not exceed \$185, except that if a unit's owner or an authorized agent thereof requests that the certificate be furnished sooner than 3 business days after the date of the request, the association may charge a fee of up to the maximum amount established by the Commission to expedite the preparation of the certificate. The amount of the fee may increase, on an annual basis, by a percentage equal to the percentage of increase in the Consumer Price Index (All Items) published by the United States Department of Labor for the preceding calendar year, but must not increase by more than 3 percent each year.*

(c) The other documents furnished pursuant to subsection 3 must be provided in electronic format to the unit's owner. ~~[The association may charge the unit's owner a fee, not to exceed \$20, to provide such documents in electronic format.]~~ If the association is unable to provide such documents in electronic format, the association may charge the unit's owner a reasonable fee, not to exceed 25 cents per page for the first 10 pages, and 10 cents per page thereafter, to cover the cost of copying.



(d) Except for the fees allowed pursuant to paragraphs (b) and (c), the association may not charge the unit's owner any other fees for preparing or furnishing the documents and certificate pursuant to subsection 3.

5. Neither a purchaser nor the purchaser's interest in a unit is liable for any unpaid assessment or fee greater than the amount set forth in the documents and certificate prepared by the association. If the association fails to furnish the documents and certificate within the 10 calendar days allowed by this section, the purchaser is not liable for the delinquent assessment. A resale package provided to a unit's owner or his or her authorized agent pursuant to this section remains effective for 90 calendar days.

6. Upon the request of a unit's owner or his or her authorized agent, or upon the request of a purchaser to whom the unit's owner has provided a resale package pursuant to this section or his or her authorized agent, the association shall make the entire study of the reserves of the association which is required by NRS 116.31152 reasonably available for the unit's owner, purchaser or authorized agent to inspect, examine, photocopy and audit. The study must be made available at the business office of the association or some other suitable location within the county where the common-interest community is situated or, if it is situated in more than one county, within one of those counties.

7. A unit's owner, the authorized agent of the unit's owner or the holder of a security interest on the unit may request a statement of demand from the association. Not later than 10 calendar days after receipt of a written request from the unit's owner, the authorized agent of the unit's owner or the holder of a security interest on the unit for a statement of demand, the association shall furnish a statement of demand to the person who requested the statement and provide a copy of the statement to any other interested party. The association may charge a fee of not more than ~~[\$150]~~ **\$165** to prepare and furnish a statement of demand pursuant to this subsection and an additional fee of not more than \$100 to furnish a statement of demand within 3 business days after receipt of a written request for a statement of demand. *The amount of the fees for preparing and furnishing a statement of demand and the additional fee for furnishing a statement of demand within 3 business days may increase, on an annual basis, by a percentage equal to the percentage of increase in the Consumer Price Index (All Items) published by the United States Department of Labor for the preceding calendar year, but must not increase by more than 3 percent each year.* The statement of demand:

(a) Must set forth the amount of the monthly assessment for common expenses and any unpaid obligation of any kind, including,



1 without limitation, management fees, transfer fees, fines, penalties,  
2 interest, collection costs, foreclosure fees and attorney's fees  
3 currently due from the selling unit's owner; and

4 (b) Remains effective for the period specified in the statement of  
5 demand, which must not be less than 15 business days after the date  
6 of delivery by the association to the unit's owner, the authorized  
7 agent of the unit's owner or the holder of a security interest on the  
8 unit, whichever is applicable.

9 ➤ As used in this subsection, "interested party" includes the unit's  
10 owner selling the unit and the prospective purchaser of the unit.

11 8. If the association becomes aware of an error in a statement  
12 of demand furnished pursuant to subsection 7 during the period in  
13 which the statement of demand is effective but before the  
14 consummation of a resale for which a resale package was furnished  
15 pursuant to subsection 1, the association must deliver a replacement  
16 statement of demand to the person who requested the statement of  
17 demand. Unless the person who requested the statement of demand  
18 receives a replacement statement of demand, the person may rely  
19 upon the accuracy of the information set forth in the statement of  
20 demand provided by the association for the resale. Payment of the  
21 amount set forth in the statement of demand constitutes full payment  
22 of the amount due from the selling unit's owner.

23 **Sec. 4.** (Deleted by amendment.)

24 **Sec. 5.** NRS 116B.760 is hereby amended to read as follows:

25 116B.760 1. Except in the case of a sale in which delivery of  
26 a public offering statement is required, a unit's owner or his or her  
27 authorized agent shall furnish to a purchaser a resale package  
28 containing all of the following:

29 (a) A copy of this chapter, the declaration, other than any plats,  
30 the bylaws, the rules or regulations of the association and the hotel  
31 unit owner and the information statement required by  
32 NRS 116B.765;

33 (b) A statement setting forth the amount of the monthly  
34 assessment for common expenses and any unpaid assessment of any  
35 kind currently due from the selling unit's owner;

36 (c) A copy of the current operating budget of the association and  
37 current year-to-date financial statement for the association, which  
38 must include a summary of the reserves of the association required  
39 by this chapter;

40 (d) A current year-to-date statement of the shared expenses  
41 charged to the units and the projected budget for the shared  
42 expenses, either within or as an exhibit to the public offering  
43 statement. The budget must include, without limitation:



(1) A statement of the amount included in the budget as reserves for repairs, replacement and restoration pursuant to this chapter; and

(2) The projected monthly shared expenses for each type of unit, including the amount established as reserves pursuant to this chapter;

(e) A description of any other payments, fees and charges that may be charged by the hotel unit owner, including those that may be charged in order to offset the increased burden placed on the shared components as a result of use of residential units as transient rentals; and

(f) A statement of any unsatisfied judgments or pending legal actions against the association or the hotel unit owner which affect the shared components and the status of any pending legal actions relating to the condominium hotel of which the unit's owner has actual knowledge.

2. The purchaser may, by written notice, cancel the contract of purchase until midnight of the fifth calendar day following the date of receipt of the resale package described in subsection 1, and the contract for purchase must contain a provision to that effect. If the purchaser elects to cancel a contract pursuant to this subsection, the purchaser must hand deliver the notice of cancellation to the residential unit owner or his or her authorized agent or mail the notice of cancellation by prepaid United States mail to the residential unit owner or his or her authorized agent. Cancellation is without penalty, and all payments made by the purchaser before cancellation must be refunded promptly. If the purchaser has accepted a conveyance of the residential unit, the purchaser is not entitled to:

(a) Cancel the contract pursuant to this subsection; or

(b) Damages, rescission or other relief based solely on the ground that the residential unit owner or his or her authorized agent failed to furnish the resale package, or any portion thereof, as required by this section.

3. Within 10 *calendar* days after receipt of a written request by a residential unit owner or his or her authorized agent, the hotel unit owner shall furnish all of the following to the residential unit owner or his or her authorized agent for inclusion in the resale package:

(a) Copies of the documents required pursuant to paragraphs (a) and (c) of subsection 1; and

(b) A certificate containing the information necessary to enable the residential unit owner to comply with paragraphs (b), (d), (e) and (f) of subsection 1.

4. If the hotel unit owner furnishes the documents and certificate pursuant to subsection 3:





(a) The residential unit owner or his or her authorized agent shall include the documents and certificate in the resale package provided to the purchaser, and neither the residential unit owner nor his or her authorized agent is liable to the purchaser for any erroneous information provided by the hotel unit owner and included in the documents and certificate.

(b) The hotel unit owner may charge the residential unit owner a reasonable fee to cover the cost of preparing the certificate furnished pursuant to subsection 3. Such a fee must be based on the actual cost the association incurs to fulfill the requirements of this section in preparing the certificate. The Commission shall adopt regulations establishing the maximum amount of the fee that the hotel unit owner may charge for preparing the certificate.

(c) The other documents furnished pursuant to subsection 3 must be provided in electronic format at no charge to the unit's owner or, if the hotel unit owner is unable to provide such documents in electronic format, the hotel unit owner may charge the residential unit owner a reasonable fee, not to exceed 25 cents per page for the first 10 pages, and 10 cents per page thereafter, to cover the cost of copying.

(d) Except for the fees allowed pursuant to paragraphs (b) and (c), the hotel unit owner may not charge the residential unit owner any other fees for preparing or furnishing the documents and certificate pursuant to subsection 3.

5. Neither a purchaser nor the purchaser's interest in a residential unit is liable for any unpaid assessment or fee greater than the amount set forth in the documents and certificate prepared by the hotel unit owner. If the hotel unit owner fails to furnish the documents and certificate within the 10 *calendar* days allowed by this section, the purchaser is not liable for the delinquent assessment. *A resale package provided to a unit's owner or his or her authorized agent pursuant to this section remains effective for 90 calendar days.*

6. Upon the request of a residential unit owner or his or her authorized agent, or upon the request of a purchaser to whom the hotel unit owner has provided a resale package pursuant to this section or his or her authorized agent, the hotel unit owner shall make the entire study of the reserves of the association or the shared components reasonably available for the residential unit owner, purchaser or authorized agent to inspect, examine, photocopy and audit. The study must be made available at the business office of the association or the hotel unit owner or some other suitable location within the county where the condominium hotel is situated or, if it is situated in more than one county, within one of those counties.



**Sec. 6.** NRS 38.300 is hereby amended to read as follows:

38.300 As used in NRS 38.300 to 38.360, inclusive, unless the context otherwise requires:

1. "Assessments" means:

(a) Any charge which an association may impose against an owner of residential property pursuant to a declaration of covenants, conditions and restrictions, including any late charges, interest and costs of collecting the charges; and

(b) Any penalties, fines, fees and other charges which may be imposed by an association pursuant to paragraphs (j) to ~~[(n)]~~ (o), inclusive, of subsection 1 of NRS 116.3102 or subsections 10, 11 and 12 of NRS 116B.420.

2. "Association" has the meaning ascribed to it in NRS 116.011 or 116B.030.

3. "Civil action" includes an action for money damages or equitable relief. The term does not include an action in equity for injunctive relief in which there is an immediate threat of irreparable harm, or an action relating to the title to residential property.

4. "Division" means the Real Estate Division of the Department of Business and Industry.

5. "Program" means a program established by the Division under which a person, including, without limitation, a referee or hearing officer, can render decisions on disputes relating to:

(a) The interpretation, application or enforcement of any covenants, conditions or restrictions applicable to residential property or any bylaws, rules or regulations adopted by an association; or

(b) The procedures used for increasing, decreasing or imposing additional assessments upon residential property.

6. "Residential property" includes, but is not limited to, real estate within a planned community subject to the provisions of chapter 116 of NRS or real estate within a condominium hotel subject to the provisions of chapter 116B of NRS. The term does not include commercial property if no portion thereof contains property which is used for residential purposes.

**Sec. 7.** 1. This section and sections 3 and 5 of this act become effective upon passage and approval.

2. Sections 1, 2, 3.5 and 6 of this act become effective on January 1, 2020.

