

**STATE OF NEVADA  
DEPARTMENT OF BUSINESS AND INDUSTRY  
REAL ESTATE DIVISION**

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**NEVADA STATEMENT OF RECORD**

*This is a companion document to the "Property Report," Document 564.*

This form must be filed for any division of land into 35 or more lots, parcels, units or interests being offered for sale or lease in a common promotional plan, including subdivisions permitted by H.U.D. If the property filed in this statement has been permitted by H.U.D., then attach H.U.D. effective date letter.

The fees for filing this Registration are based on the following schedule:

Preliminary Permit	\$275.00
Permit including 50 interests	\$500.00
#51 - #250 Interests	\$ 5.00 each
#251 - #500 “	\$ 4.00 each
#501 - #750 “	\$ 3.00 each
#751 - #1500 “	\$ 2.50 each
#1501 - and over	\$ 1.00 each
Annual Renewal	\$500.00
Amendment	\$150.00

Attach the required filing fees at the time of filing. Examination of the filing will not begin until all required filing fees are received.

UNLESS OTHERWISE DETERMINED BY THE DIVISION, ALL FEES SUBMITTED PURSUANT TO NRS 119.320 ARE DEEMED EARNED UPON RECEIPT. NOT MORE THAN ONE-HALF OF THE FEE SUBMITTED SHALL BE SUBJECT TO REFUND. REFUNDS CAN ONLY BE MADE IN THE FISCAL YEAR IN WHICH THE FEES ARE DEPOSITED.

At the time an inspection is scheduled, a deposit of inspection fees will be requested.

**DO NOT SEND INSPECTION FEES WITH THIS FILING.**

The estimated inspection fees for this Registration will be based on the following schedule:

In-State Property	\$300.00
Out-of State Property (up to 1000 miles)	\$500.00
Out-of State Property (in excess of 1000 miles)	\$850.00

These inspection fees are estimated expenses only. Any additional expenses over and above this estimate will be billed after the actual inspection. Any actual costs incurred less than the estimated amount will be refunded.

No permit or Property Report will be issued by the Division until all material required by the Division has been supplied, the subdivision has been inspected by the Division and all fees paid, including inspection fees as may be required by the Division.

This statement and, if necessary, the Property Report, must be continually kept up to date throughout the sales program. Any material changes to the Statement must be communicated to the Division within fifteen (15) days of its occurrence. Failure to do so may render the Property Report invalid, which means all purchasers purchasing subject to an invalid Property Report may have the opportunity to void their contract and receive back all the funds paid to date.

For each amendment to a developer's permit after the issuance of the report there will be a \$100 fee.

THE PERMIT ISSUED PURSUANT TO CHAPTER 119 NEVADA REVISED STATUTES EXPIRES ONE YEAR FROM THE DATE OF ISSUANCE AND MUST BE RENEWED.

These instructions must be followed in completing the Questionnaire and Exhibits Sections. PLEASE READ THESE INSTRUCTIONS CAREFULLY.

The format must not be changed in any respect, except as follows:

1. Answer the questions in the spaces provided in this Statement. If additional space is needed, attach separate sheets by placing on them the number and letter of the question being answered.  
Deeds, title policies, maps, plats and other supporting documents should be folded to legal size. Do not submit photocopies which are not clearly readable.
2. The supporting documents required under Section II Exhibits shall be attached as exhibits. Each exhibit shall be identified by affixing a tab on the right side of the cover sheet of the exhibit. Such identification shall conform to the alphabetical format of Section II. Each exhibit shall be numbered sequentially beginning with the number of the Section followed by the Exhibit letter- Example: Exhibit 11-A, II-Q-4, etc. Additionally or supplementary exhibit material shall be identified and numbered following the same system.
3. There shall be an "Index to Exhibits." Such Index schedule shall be the cover page of Section II Exhibits.
4. If the information in an exhibit is applicable to more than one part of the Questionnaire, the developer may incorporate that information by reference to the appropriate exhibit.
5. Where items in the Questionnaire do not apply, so state by stating "Not Applicable" in answer thereto and BRIEFLY EXPLAIN WHY.
6. Where documentation required in the Exhibit Section does not apply, in lieu of an exhibit, the applicant shall insert a page reciting the exhibit identification and description as set forth and indicate thereon "Not Applicable" and BRIEFLY EXPLAIN WHY.
7. Where required documentation cannot be obtained, a page shall be inserted indicating "Not Available" and BRIEFLY EXPLAIN WHY.
8. Do not incorporate by reference to a previous filing the answers to questions in Section I. The applicant may incorporate specifically by reference documentation required in Section II Exhibits from a previous filing with the Division. The applicant must state exactly where the documentation can be found, e.g., subdivision name and previous exhibit number.
9. After completing this Statement of Record and the exhibits section, please bind them at the top with a fastener.

When this Statement has been completed, complete the enclosed Property Report. The answers to the questions in the Property Report are based upon your information in this Statement.

**SECTION I STATEMENT OF RECORD (Questionnaire/Application)**

Date: \_\_\_\_\_

1. Applicant

a. Name and address and Social Security Number or Federal Tax Identification Number.

\_\_\_\_\_

b. If incorporated, state where and when:

\_\_\_\_\_

c. If the developer is a partnership or any other association other than a corporation, give the name and address and principal occupation of each individual owning or controlling an interest of 10% or more.  Not Applicable  See Attached Sheets

d. Is applicant the  Owner,  Developer or  Agent?

e. If other than Owner, explain and fully identify Owner:

f. State whether the applicant, any affiliate of the applicant, or , if the applicant or any affiliate is a corporation, any principal officer or director thereof, or, if the applicant is a partnership or any other association other than a corporation, any of the individuals described in question 1(c) has:

- (1) Been convicted of or pled nolo contendere to a felony or other crime involving moral turpitude, fraud or misrepresentation, land sales or investments, securities sales, campgrounds, timeshares  Yes  No
- (2) Been permanently enjoined by a court of competent jurisdiction from selling real estate, timeshares, campgrounds, securities  Yes  No
- (3) Had a registration as a broker-dealer in securities or a license to act as a real estate broker or salesman, project broker or sales agent revoked  Yes  No
- (4) Been convicted of or pled nolo contendere to selling real estate, investments, securities, timeshares or campgrounds without a license  Yes  No
- (5) Had a permit to sell timeshares, securities, real estate or campgrounds revoked  Yes  No
- (6) Been disciplined, disbarred, or suspended by any governmental body or agency for violation of any federal, state or local law or regulation in connection with activities relating to land sales, land investments, securities sales, construction or sale of homes or home improvements, campgrounds, timesharing or other similar activity. If so, describe the action. Include in your description the names and addresses of the parties involved, the type and date of the action, and the status and disposition thereof  Yes  No

- g. List all current or pending litigation or disciplinary proceedings by any individual or agency in county courts of record or higher which may have an effect upon the developer, the subdivision, or any of the persons described in question 1(c) hereof. Any case for which a complaint or initial pleading has been filed 7 days or more prior to the mailing of this application or amendment must be included. Describe the action and give names and addresses of parties and counsel, identification of the court, pertinent dates, gist of the action or the disposition at the time the filing is submitted. A new action or the disposition of any action is a material change and must be reported by filing an amendment within 15 days of its occurrence.
- h. List by date of occurrence, any denial order or suspension or loss of permits to sell issued by any governmental agency. Explain the basis of each order and the final disposition. .  
 Not Applicable     See Attached Sheets
- i. Give a brief history of the developer's business background and experience in real estate, i.e., discuss other subdivisions that you were involved with, how long in land sales, etc.

2. Subdivision

- a. Name and address of individual to be contacted regarding this registration.

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- b. Common promotional name and physical address of subdivision:

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- c. Location of sales or subdivision records: (Records for all subdivision sales and subdivision records are required to be kept in the State of Nevada. If originals of these documents will be kept out of state, then duplicate records must be kept in the State of Nevada).

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- d. List properties in this filing: (Unit or Tract Numbers). Give a general description of the subdivision offering.

- e. Number of lots, units or interests in this filing: \_\_\_\_\_
- f. Smallest lot or unit (square feet): \_\_\_\_\_
- g. Minimum road footage: \_\_\_\_\_
- h. Gross acreage in entire subdivision: \_\_\_\_\_
- i. Gross acreage in this filing: \_\_\_\_\_

3. Location

a. County/State/Country:

b. Name and location of the County Seat:

c. List the names and populations of surrounding communities and list distances over paved and unpaved roads to the subdivision.

Name of Community	Population	Distance Over Paved Roads	Total

d. Route and distance from nearest town to lands in this filing:

4. Platting

a. Is the property in this filing platted of record?  Yes  No

b. If yes, did such platting require prior approval or acceptance by a government agency?  
 Yes  No

c. Name and location of government agency

d. What government entity, if any, has agreed to accept maintenance of the roads and drainage?

5. Geology, Climate and Physical Conditions

- a. Do you know of any unusual safety factors or any proposed plans, private or governmental, for construction of any facility which may cause a nuisance or adversely affect the land?  
 Yes  No If yes, fully explain their origin and whether they are proposed or existing, and whether temporary or permanent.

- b. Is the property affected by any unusual or unpleasant odors, noises, pollutants, or other nuisances?  
 Yes  No. If yes, fully explain their origin and whether they are proposed or existing, and whether temporary or permanent.

- c. Describe any agricultural activities or conditions in the area which may adversely affect residents of the subdivision, including any odors, cultivation and related dust, agricultural burning, application of pesticides, or irrigation and drainage.

- d. State whether any of the subdivision is covered by water at any time during the year or is subject to hurricanes, floods, tornadoes, dust storms, earthquakes, mud slides, brush fires, forest fires, avalanches, volcanic eruptions or other natural hazards. The existence, severity and frequency of natural hazards should be fully explained.

- e. Is the subdivision located within the boundaries of a federally designated flood plain?  
 Yes  No

- f. Is any part of the subdivision subject to any type of flood control easement ?  
 Yes  No If yes, fully disclose.

- g. State the elevation of the highest and lowest property in the subdivision, the general weather conditions of the area, the temperature ranges for summer and winter including high, low and mean, and state annual rainfall and, if applicable, snowfall in inches.

- h. Describe the physical characteristics of the land and any unusual factors which may affect the land, e.g., level, hilly, rocky, loose soil, alkaline soil, etc. (Not applicable if subdivision is a condominium project).

6. Taxes, Assessments

- a. Are current real property taxes paid?  Yes  No

b. Date next payment due: \_\_\_\_\_

- c. Is tax based on  raw acreage valuation  subdivided lot  unit valuation

- d. Who is to pay taxes until such time as title is conveyed ?

- e. Give estimate of the amount of taxes which would be payable on any given lot or unit in the subdivision and show how the estimate was prepared. If the property is taxed as bulk or raw acreage as of the date of this filing, compute estimate of individual unit taxes using the sales price as market value.

- f. What market value has the county assessor placed on the lots or units in this filing? Also, what are the assessed values and the tax rate (give tax year)?

- g. Are there any assessments levied by any governmental authority?  Yes  No Explain.

- h. Is the property located in a special district or affected by any bond issue?  Yes  No  
Explain. (A reasonable estimate, if applicable, of the amount of any indebtedness which has been or is proposed to be incurred by an existing or proposed special district, entity, taxing area or assessment district, within the boundaries of which the subdivision, or any part thereof, is located, and which is to pay for the construction or installation of any improvement or to furnish community or recreational facilities to such subdivision, and which amounts are to be obtained by ad valorem tax or assessment, or by a special assessment or tax upon the subdivision, or any part thereof).

- i. If the property described in this filing lies partly or wholly within a district now formed or to be formed which has the power to tax or assess, will such taxes be included in the city or county taxes?  Yes  No If yes, estimate the annual assessment for a typical lot or unit in this filing.

7. Type of offering in this filing. If subdivision is a condominium project disregard items a-d and so state.

- a. Zoning classifications and explanation of use:

- b. Give full disclosure of other conditions or provisions which may limit the use or occupancy of the property offered in this filing. If none, so state.

- c. Is the property being offered capable of being used for the purpose for which it is being offered?  Yes  No Describe any surrounding factors which may affect the use of the property contained in this filing such as railroad rights of way, drainage canals, airports, local ordinances, conflicting land uses and/or other hazards.



d. Are any of the mineral rights reserved, or will they be?  Yes  No If yes, what will be the effect on lot owners if the mineral right holder exercises his rights to extract the minerals?

e. Has the property been approved by any mortgage lending institutions?  Yes  No If yes, explain.

f. Has the property been disapproved by any mortgage institutions?  Yes  No If yes, explain.

g. Has the property been offered for sale at any time prior to the date of this filing?  
 Yes  No If yes, explain.

h. If subdivision is a condominium project, has certificate of occupancy been issued?  
 Yes  No If so, when?

8. Improvements

a. What improvements have been completed on the property in this filing?

Description		When completed	Cost, if available
Graded Roads	<input type="checkbox"/>		
Paved Roads	<input type="checkbox"/>		
Electrical Supply	<input type="checkbox"/>		
Central Water	<input type="checkbox"/>		
Sanitary Sewers	<input type="checkbox"/>		
Drainage	<input type="checkbox"/>		
Curbs and Gutters	<input type="checkbox"/>		

Sidewalks	<input type="checkbox"/>		
Street Lighting	<input type="checkbox"/>		
Gas Supply	<input type="checkbox"/>		
Telephone Service	<input type="checkbox"/>		
Dwellings	<input type="checkbox"/>		
	<input type="checkbox"/>		
	<input type="checkbox"/>		
	<input type="checkbox"/>		
	<input type="checkbox"/>		
	<input type="checkbox"/>		
	<input type="checkbox"/>		
	<input type="checkbox"/>		
	<input type="checkbox"/>		
	<input type="checkbox"/>		

c. Are all lots or units staked or marked in a permanent or a temporary fashion so that each may be located?  Yes  No Please explain.

d. If the previous question was answered no, explain fully and give costs which a prospective purchaser would incur to survey any given lot in the filing.

e. If financial assurances have been posted to secure the completion of any improvements, state type and with whom and list improvements so secured.

f. If any promised improvements are not completed and no assurances have been posted to secure completion, what means, if any, shall be employed to guarantee completion?

g. Streets and Roads

- (1) Does each purchaser have legal access to the subdivision and within the subdivision to each lot or unit?  Yes  No Please explain.

- (2) Does each purchaser have physical access (by conventional automobile, year-round) to the subdivision and within the subdivision to each lot or unit?  Yes  No Please explain.

- (3) Who will maintain the access roads to the subdivision and within the subdivision to each lot or unit? Please explain. (State who will maintain the access roads. If the cost of maintenance will be borne by the purchaser or any association of purchasers, so state and give the estimated cost to each purchaser).

- (4) Who will clear the roads of snow? (State who will clear the roads of snow. If the cost of snow removal will be borne by the purchaser or any association of purchasers, so state and give the estimated cost to each purchaser).

h. Electricity

- 1) If subdivision is a condominium project disregard items 2-4 and provide here the name of the supplier, any required deposits and/or hookup charges and monthly rate.

- (2) If electricity is not promised or completed, is it available?  Yes  No If yes, give name and address of electric company and how it can be made available.

- (3) Does the developer or any associate own the electric company?  Yes  No If yes, give full disclosure.

- (4) Disclose costs for electricity to the purchaser including the amount of the normal hookup charge and current rates.

i. Water

- (1) If subdivision is a condominium project disregard items 2-6 and provide here the name of the supplier, any required deposits and/or hookup charges and monthly rate.

- (2) Will the water supply be adequate to serve the anticipated population of the area?  
 Yes  No

- (3) What type of system will supply water?  Community supply  Individual wells

- (4) If community system, who owns the system?

- (5) If the supplier is an associate of the developer, please explain.

- 6) Disclose all costs for water to the purchaser, including the amount of the normal hookup charge and rates.

j. Sewage Disposal

- (1) If subdivision is a condominium project disregard items 2-4 and provide here the name of the supplier, any required deposits and/or hookup charges and monthly rate.

- (2) What type of sewage disposal system will be available within the area described in this filing?  
 Community sewage system     Individual system

- (3) If community system, who owns the system?

- (4) Disclose all costs for sewer or individual system, to the purchaser including the amount of the normal hookup charge and rates or cost of installing an individual septic system.

k. Telephone

- (1) If subdivision is a condominium project disregard items 2-3 and provide here the name of the supplier, any required deposits and/or hookup charges and monthly rate.

- (2) If telephone service is not promised or completed, is it available?     Yes     No    If yes, give name and address of telephone company and how it can be made available.

- (3) Disclose all costs for telephone service to the purchaser including the amount of the normal hookup charge and rates.

1. Fuel

- (1) If subdivision is a condominium project disregard items 2-3 and provide here the name of the supplier, any required deposits and/or hookup charges and monthly rate.

- (2) Which of the following is available?  Natural Gas  Fuel Oil  Bottled Gas

- (3) Disclose all costs to be incurred by a purchaser for hookup, tank, operating and rates.

- (4) Does the developer or any associate own the fuel company?  Yes  No If yes, explain fully.

9. Area Facilities and Services

- a. Fire: Type, distance

- b. Describe all provisions that will be made available within the units described in this filing for fire protection.

- c. Police: Type, distance

d. Schools: Type, distance, transportation, costs

e. Churches: Type, distance

f. Medical: Type, distance

g. Describe fully the type, location and distance from the units contained in this filing to the public transportation available to the purchasers. If none, so state.

h. Shopping: Type, distance

i. Describe what mail service is available, if any.

j. Describe fully whether television can be received in the subdivision, the channels received and whether there would be charges in addition to the cost of installing a normal residential antenna.

k. What provisions are there for trash disposal and at what cost?

l. If trash disposal is the responsibility of the individual lot purchaser, set forth in detail the nearest legal disposal area, the distance in road miles and the cost of disposal. If pickup is available, disclose cost of service.

10. Recreational and Common Facilities

- a. Describe any recreational facilities or other amenities that are part of the subdivision or project.

- b. State what provisions have been made for the maintenance and operation of the facilities, if any, and the estimate of the assessment or other recurring charges to be paid by the purchaser.

- c. If a property owners association, or similar organization, owns or will own the facility, so state. If the association has not been formed as a legal entity, state when it is expected to be formed and the conditions under which the association will take title to the facility.

- d. State the requirements for membership in the association, organization or other entity and state whether all owners will be members of the association, organization or other entity and if not, whether nonmember owners will be liable for assessments levied by the association, organization or other entity.

11. Filings with State/Federal/Provincial Authorities. If a property registration has been filed with or accepted by any regulatory agency, list the jurisdictions:

12. Terms and Conditions of Sale.

- a. Are cash sales allowed?  Yes  No

- b. If yes, when does purchaser take title?



- c. At the time of deeding, will a purchaser receive title free and clear of all liens?  Yes  No  
If no, please explain.

- d. If purchaser desires title insurance, will the purchaser be required to pay for it, and what is the estimated cost?

- e. If a conditional sales contract or similar device will be utilized in the sale of the property, state whether the contract will be recorded at the time the contract becomes binding. If not, state whether the contract will be in recordable form and any prohibitive factors why the contract cannot be recorded.

- f. If a conditional sales contract is used, could third parties or creditors of any person having an interest in the property acquire title to the property free of any obligation to deliver a deed?  
 Yes  No Explain.

- g. State whether the deed or lease will be recorded, any preparation fee and recording fee for deed or release, any real estate transfer tax, escrow fee, etc. and who will bear the expense.

- h. Describe the manner by which right, title or other interest contracted for, is to be conveyed to the purchaser.

- i. Minimum down payment on installment sales: \_\_\_\_\_  
j. Maximum term of installment contracts \_\_\_\_\_  
k. Annual interest rate \_\_\_\_\_

- l. Is interest charge included in payments?  Yes  No
- m. Itemize and explain in detail every item of cost to the purchaser or lessee (except for property payments and interest thereon, and charges previously disclosed in this section) required as a result of the purchase or lease of a lot, parcel, unit or interest for the property described herein.

- n. Will purchaser be required to pay a betterment fee or a special assessment for any improvements?  
 Yes  No

- o. If there is a penalty for prepayment of the contract or note  Yes  No Explain:

- p. Will prepayment accelerate the seller's obligation to complete promised improvements?  
 Yes  No Explain

- q. If there is a refund provision offered by the developer other than that provided by law?  
 Yes  No Explain.

- r. If the buyer or lessee defaults, will his loss be limited to the amount of his payments to date, or will he be responsible to the developer or his assignees or a purchase money lender for additional damages or for the balance of his contract/lease?

- s. If all improvements promised are not included in the sales contract, explain:

- t. Sales prices range from \$ \_\_\_\_\_ to \$ \_\_\_\_\_

- u. If the property will be leased, described any provision for increase or rental payments during the term of the lease.

- v. If the property will be leased, are there any provisions in the lease prohibiting assignment and/or subletting?  Yes  No

- w. Does the lease prohibit the lessee from mortgaging or otherwise encumbering the leasehold?  
 Yes  No

13. Title

- a. Are there any mortgages, deeds of trust, liens or other encumbrances?  Yes  No

- b. If yes, give full particulars:

- c. Blanket encumbrance is defined by chapter 119.020 of the Nevada Revised Statutes as follows:  
“Blanket encumbrance means a deed of trust, mortgage, judgement, option or contract to sell a trust agreement, affecting a subdivision or more than one lot, parcel, unit or interest offered within a subdivision, except that the term does not include any lien or other encumbrance arising as a result of the imposition of any tax assessment by a public authority.”

Chapter 119.230 states: “It is unlawful for the owner or subdivider to sell lots or parcels within a subdivision subject to a blanket encumbrance unless one of the following conditions is complied with.”

- All sums paid or advanced by purchasers will be placed in an escrow or other depository acceptable to the Division until the fee title contracted for is delivered to such purchaser by deed together with release from all financial encumbrances.
- The fee title to the subdivision will be placed in trust under an agreement or trust acceptable to the Division until a partial release from each blanket encumbrance including all taxes is obtained and title contracted for is delivered to the purchaser.
- Such blanket encumbrance contains provisions evidencing the subordination or release of the lien of the holder or holders of the blanket encumbrance to the rights of those persons purchasing from the developer and further evidencing that the developer is able to secure releases from such blanket encumbrance with respect to the property upon full payment of the purchase price owed by such person.

**CHECK WHICH OF THE ABOVE CONDITIONS WILL BE COMPLIED WITH.**

- d. Describe in detail exactly how the method checked above for complying with NRS 119.230 operates and what effect on buyers if the developer defaults

- e. Provide the name(s) and address(es) of the holder(s) of any blanket encumbrance on the property together with their relationship to the developer.

14. Promotional Activities

- a. Describe fully your proposed sales program to be employed for the procurement of prospective purchasers, the sale to purchasers and the retention of purchasers after sale. The plan or method shall describe:

- (1) The form and content of advertising to be used;

- (2) If there are any inducements such as gifts, free offers or any other promises offered to prospective purchasers, explain: (Disclose fully all information regarding inducements including, but not limited to, the following: gifts, free offers, resale or lease program, exchange privilege, inspection privilege, sweepstakes, or drawings.)

- (3) The nature and content of promotional meetings.

- b. Submit the name of the Nevada real estate broker who will be broker of record together with the names of all sales personnel and the locations of branch offices at which they will be operating, and the name of the broker or broker-salesman in charge of each location.

- c. Will your sales program state in any manner that your subdivision property will or may appreciate in value or may or will be a hedge against inflation?  Yes  No Specify the statements that will be made.

15. Fully disclose any information about the subdivision or the sales methods which the Nevada Statement of Record failed to ask for. If there is no other information, then so state.

## SECTION II EXHIBITS

- Exhibit A If a corporation, submit a copy of Articles of Incorporation with all amendments thereto and a current list of all the names and addresses of officers and directors with their principal occupation for the past 5 years. Submit name and address of any person whose interest in the applicant is 10% or more and the extent and nature of such ownership.
- Exhibit B If the developer is a foreign corporation and is organized under the laws of another state, it may be necessary to register with the Nevada Secretary of State as a foreign corporation doing business in the State of Nevada. The developer should contact the Secretary of State to ascertain whether registration is necessary. If registration is not necessary, submit a current list of officers and a statement from the corporate regulatory agency that the corporation is in good standing.
- Exhibit C If the developer is a Nevada corporation, submit a copy of the current list of officers filed with the Nevada Secretary of State, indicating the corporation's resident agent
- Exhibit D Submit a diagram indicating the position of the developer in relation to any subsidiaries and parent corporation.
- Exhibit E If a partnership or association, submit a copy of the Declaration of Partnership or Association or other organizational documents.
- Exhibit F Consent to Service of Process
- File an irrevocable consent for service of process with the Nevada Secretary of State from the developer and from each individual or entity owning or controlling a 10% or more interest in the developer. Your filing will be considered incomplete without the consent(s). SEND THE ATTACHED CONSENT FOR SERVICE OF PROCESS FORM DIRECTLY TO THE NEVADA SECRETARY OF STATE WITH A CHECK IN THE AMOUNT OF \$10.00 TO COVER FILING FEES. If additional forms are needed, please duplicate the attached form.
- Exhibit G Copy of financial statement.
- Submit a copy of the financial statement(s) of the developer. Such financial statement(s) shall not be more than 6 months old and shall include a balance sheet and statement of profit and loss. They shall be prepared by an independent certified public accountant.
- Exhibit H Submit a copy of the documents involved in the litigation or other action listed in Section I, l,f,g,h, if any. This includes but is not limited to copies of the following:
1. All Pleadings
  2. Decision or other disposition
- Exhibit I A general location map showing total property offered or to be offered, drawn to scale, indicating property included in this filing and property previously registered, if any, in Nevada.
- Exhibit J Copy of recorded plat map showing provisions for legal access to all lots or units included in this Statement.

- Exhibit K Submit a statement from the city and/or county assessor's office showing the tax rate per \$100 of assessed valuation, the highest and lowest assessed valuation for individual lots or units, the highest and lowest market value, and the fiscal year for which it applies, covering the property included in this filing. If the property is located outside the State of Nevada, please submit a letter from the assessor showing the estimated taxes and the information upon which it is based.
- Exhibit L Submit evidence from appropriate government authority or other verification that the uses for the lots or units being offered are not prohibited by local zoning.
- Exhibit M Improvements and Facilities:
1. If the subdivision is or will be a completed condominium, submit a copy of the certificate of occupancy and disregard items 2-13
  2. Copy of the construction schedule for all promised improvements.
  3. Copy of contracts with public utilities for the installation of any improvements completed or promised. (Electricity, telephones, etc.)
  4. Copy of Engineer's Statement as to estimated costs of any promised improvements not completed.
  5. Submit a copy of the County's Subdivision Improvement Agreement.
  6. Copy of performance bonds or agreements assuring the completion of promised improvements.
  7. Copy of documents or letter showing what government entity has agreed to accept maintenance of the roads and drainage, if applicable.
  8. Copy of a licensed engineer's cost estimate to survey any given lot in the filing. (This exhibit applies only if section I,8,c is answered in the negative)..
  9. If the answer to Section I,8,i(2) was yes, submit documentation from the State agency vested with that authority
  10. If the water system is complete, submit verification from the proper public authority that such a system is complete and accepted.
  11. If individual wells on each lot will be necessary for a water supply, submit a licensed well driller's estimated cost for drilling and casing a well, estimated cost of pump and pressure system installed and the depth at which potable water may be found.
  12. If privately supplied water or individual wells are to be the source of water for human use, provide documentation that the state or county health authority issued a report on the quality of the water.
  13. Submit confirmation from the local or state health authority that individual wells will be permitted considering the size of lot proposed and the type of sewage systems to be utilized based on the smallest lot contained in this filing.
- Exhibit N Submit a copy of the recorded Covenants, Conditions and Restrictions and a copy of any easements that burden the property.

- Exhibit O If an association exists or is to be formed, submit the articles of incorporation and bylaws of the association together with a financial statement and proforma budget.
- If monies paid by buyers or lessees as assessments, dues or other payments for the purpose of providing any services or maintenance on any lots, units or common facilities or areas are received by the developer or any other organization or entity other than property owners association, a statement of sources and application of funds, received for such purposes shall be submitted.
- Exhibit P Evidence of Title:
1. Submit preliminary title report or equivalent document suitable to the Division, issued after final unit maps are recorded and the title report shall not be dated earlier than 20 business days prior to the filing of this Statement.
  2. Copies of existing deeds of trust or mortgage(s).
  3. Copy of any other encumbrances. (This is to include all community and recreational facilities.)
- Exhibit Q Copy of conveyances bearing recordation data by which the owner acquired title to the property in this filing.
- Exhibit R Copy of escrow instructions, trust, subordination or release clauses to be used in the sale of the subdivision providing protection of the purchaser from creditors of the developer as required by NRS 119.230.
- Exhibit S If your answer to Section I,7,d was answered in the affirmative, submit a legal opinion prepared by a lawyer licensed in the subdivision situs state supporting the answer.
- Exhibit T If fire protection is to be available, submit a letter from the fire protection agency stating that protection will be provided, including any charges or special conditions.
- Exhibit U Submit a letter from the appropriate school district authority confirming the units contained in this filing will be served by said districts or district describing the types of schools available, i.e., elementary, jr. high, senior high, colleges, etc. The submittal from the school district officials should also indicate whether school bus service is or will be available with or without cost to the student and if there is a cost, how much it is.
- Exhibit V If police protection is to be available, submit a letter from the police protection agency stating that protection will be provided, including any charges or special conditions.
- Exhibit W Sales Documents
1. Specimen copy of all sales contracts, agreements, option forms, escrow instructions to be used in the sales program.
  2. Specimen copy of lease forms.
  3. Specimen copy of form of deeds, notes, deeds of trust to be used to convey property.



The following language must be printed clearly and conspicuously in 12-point boldface type at the top of all contracts for the sale of land:

This is a binding contract by which you agree to purchase an interest in real property. You should examine your rights of revocation contained elsewhere in this contract.

The following words must be printed clearly and conspicuously immediately above the purchaser's signature line in each contract for the sale of real property:

The purchaser of any subdivision or any lot, parcel, unit or interest in any subdivision not exempted pursuant to the provisions of NRS 119.120 or 119.122 may cancel the contract of sale, by written notice, until midnight of the fifth calendar day following the date of execution of the contract, unless the contract prescribes a longer period for cancellation. The right of cancellation may not be waived. Any attempt by the developer to obtain such a waiver results in a contract which is voidable by the purchaser.

The notice of cancellation must be delivered personally to the developer or sent by certified mail or telegraph to the business address of the developer.

The developer shall, within 15 days after receipt of the notice of cancellation, return all payments made by the purchaser.

Every contract of sale of subdivision property located outside Nevada which is sold within this state must contain one of the following sentences:

This contract is to be construed according to the laws of the State of Nevada and specifically chapter 119 of NRS, or

This contract is to be construed according to the laws of \_\_\_\_\_, Any purchaser solicited in the State of Nevada retains those rights granted him under chapter 119 of NRS.

The following language or language of similar import MAY NOT be used in a contract of sale of a subdivision or lot, parcel, unit or interest in a subdivision:

Purchaser agrees that no representations, oral or implied, have been made to purchaser other than what is contained in this contract.

Exhibit X Submit all advertising, promotional or sales material, whether oral, photographic, electronic or printed, for approval, prior to its use in a sales operation. The owner's and/or developer's name and connection with the sales operation must be prominently shown on all advertising. A number will be provided by the Division for each piece of advertising material that is approved which must be printed on all written and film material.

Exhibit Y See attached statement to be completed and signed by the Broker of Record.

Exhibit Z See attached Affidavit of Registrant to be completed and signed by the applicant.

**CONSENT TO SERVICE OF PROCESS**

**(APPLICANT: MAIL THIS FORM DIRECTLY TO THE NEVADA SECRETARY OF STATE FOR FILING)**

SECRETARY OF STATE  
101 N Carson St. Ste 3  
Carson City, NV 89701-4786

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss.

KNOW ALL MEN BY THESE PRESENTS:

that pursuant to the provisions of Nevada Revised Statutes 119

\_\_\_\_\_ hereinafter referred to as "Developer," hereby irrevocably constitutes and appoints the Secretary of State of the State of Nevada or his successor in office, to be its true and lawful attorney within this state, upon whom all legal process in any suit, action or proceeding arising under, or in any way connected with the violation of any provision of Nevada Revised Statutes 119 or any rule or order pursuant thereto, or based upon any fraud, deceit, breach of contract or other thing connected with the sale or offer for sale of subdivision property, may be served with the same force and validity as if in fact served upon said applicant, personally, within the State of Nevada. This appointment and the authority of said attorney shall continue in force and effect so long as any such liability remains outstanding, and a copy of any process served hereunder may be sent by registered mail addressed to:

\_\_\_\_\_

<i>Street Address</i>	<i>City</i>	<i>State</i>	<i>Zip</i>
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STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss.

IN WITNESS WHEREOF, the aforesaid developer has caused these presents to be executed this

\_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

CORPORATE SEAL  
(If corporation)

\_\_\_\_\_ *Developer*

BY \_\_\_\_\_

Attest:

\_\_\_\_\_ *Signature*

\_\_\_\_\_ *Secretary*

\_\_\_\_\_ *Title*

<b>FOR CORPORATION</b>	Before me, a Notary Public, in and for said county and state, personally appeared _____ and _____ to me
	known to be the persons who executed the foregoing instrument, who being first duly sworn, severally made oaths that they are the president and secretary, respectively, of said corporation; that the seal affixed hereto is the seal of said corporation, and that said instrument was signed, sealed and delivered in behalf of said corporation by authority of its board of directors as its free and voluntary act for the use and purposes therein set forth.
	WITNESS my hand and official seal this _____ day of _____ 20 _____
	My Commission expires: _____  (SEAL) _____ <span style="float: right;"><i>Notary Public</i></span>
<b>FOR PARTNERSHIP OR TRUST</b>	Before me, a Notary Public, in and for said county and state, personally appeared _____ to me known
	to be the person who executed the foregoing instrument, who, being first duly sworn, upon oath deposes and says that he is a (partner) (trustee) of said (partnership) (trust), that said instrument was signed, sealed and delivered for and on behalf of said (partnership) (trust) and with authority of its (partners) (trustees) as its free and voluntary act for the use and purposes therein set forth.
	WITNESS my hand and official seal this _____ day of _____ 20 _____
	My Commission expires: _____  (SEAL) _____ <span style="float: right;"><i>Notary Public</i></span>
<b>FOR INDIVIDUAL</b>	Before me, a Notary Public, in and for said county and state, personally appeared _____ to me known
	to be the person who executed the foregoing instrument, who, being by me first duly sworn, acknowledged under oath that he executed the said instrument as his free and voluntary act for the use and purposes therein set forth.
	WITNESS my hand and official seal this _____ day of _____ 20 _____
	My Commission expires: _____  (SEAL) _____ <span style="float: right;"><i>Notary Public</i></span>

**STATEMENT OF BROKER OF RECORD**

I, \_\_\_\_\_ a licensed real estate broker in the State of Nevada, accept the responsibility of Broker of Record for the developer:

I am responsible for the sales activities of the licensed salesman and the promoting activities of the registered representatives as outlined in NRS 119 and NRS 645.

I further state that:

1. I have reviewed the filing for the above named project.
2. I have personally inspected the subject property.
3. I have completely read Chapter 119 NRS and the regulations.
4. I am aware that it is my responsibility to see that the sales operation will be in complete compliance with NRS 119 and NRS 645 and all regulations promulgated thereunder.
5. Attached is my outline for the sales operation.
6. I understand it is my obligation to notify the Division, in writing, if I terminate my relationship with this project, employ or terminate licensed salesmen or registered representatives, or of any change in location of offering sites within Nevada.
7. List below all offering sites within Nevada. If none, please indicate.

Project Name Nevada Sales Site Location(s) (Please give complete address)

Responsible Broker of Record/Branch Manager
<i>Broker of Record Name (Print)</i>
<i>License Number</i> _____ <i>Telephone</i> _____
<i>Signature of Broker of Record</i>
Dat _____
<i>Firm Name of Broker of Record</i>
<i>Address</i>

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
*Notary Public*

**AFFIDAVIT OF REGISTRANT**

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss.

RE: \_\_\_\_\_  
*Project*

I hereby certify under penalty of perjury that the statements contained in this form constitute any notice of intention to sell or lease subdivided lands, and that the statements together with any documents submitted herewith are full, true, complete and correct; and that I am the owner of the parcels or units herein described or will be at the time lots, parcels, units or interests, improved or otherwise, are offered for sale or lease to the general public.

I further affirm and swear that I will not, over any period of time or by any means, resubdivide any of the herein stated parcels or interests, will not dispose of or offer to dispose of subdivided lands not contained in or described by the attached Property Registration Statement, except for previously approved subdivided land, without first complying with the provisions of Chapter 119, Nevada Revised Statutes, and that I will notify the Division of Real Estate within fifteen (15) days of any material change to the information in this Property Registration Statement.

I hereby represent that as the owner of the above mentioned project, I will not place, or allow to be placed, any mortgages or any other liens on the said real estate, other than those already in existence as of this date, copies of which have been furnished to the Nevada Division of Real Estate as a part of the Property Registration Statement for the aforesaid project, unless said Division is notified of this encumbrance.

I am duly authorized to prepare and am the person responsible for the content of the accompanying Property Registration Statement.

\_\_\_\_\_ *Date* \_\_\_\_\_ *Signature*

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

My Commission expires: \_\_\_\_\_

\_\_\_\_\_ *Notary Public*