

CICCH - EDUCATION

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TO: Common-Interest Community and Condominium Hotels Commission
FROM: Monique Williamson - Education and Information Officer
SUBJECT: Education Summary – approvals from **November 2021 through January 2022**

NEWLY APPROVED COMMUNITY MANAGER CONTINUING EDUCATION COURSES (4)

1.

<p>Sponsor: GKL Consulting, LLC Course Title: <i>Important NRED Forms for Community Managers</i> Request: 1 Hour General Classroom/Distance Objective: To cover and explain in depth the importance of each type of community manager form required by the Division. Standards: Complies with the following provisions of NAC 116A.232: 1(a) contains current information that will improve professional knowledge; 1(b) contains information that relates to pertinent Nevada laws and regulations; 2(a) the ethics of managing; 2(c) community manager licensing and enforcement; 2(e) insurance and risk management; 2(f) office recordkeeping; and 2(r) the supervision of provisional community managers by supervising community managers. Instructors: Lara Knipmeyer-Garrell Determination: Approved – 1 Hour – General – Classroom/Distance</p>		
Content:	Minutes:	
I. Introduction and why the class is being taught	5	
II. Why NRED forms are important to keep updated <ul style="list-style-type: none"> a. NAC 116A & NRS 116 b. Secretary of State – update agent and list of officers c. Insurance repercussions if board members aren't updated 	10	
III. Forms and their use <ul style="list-style-type: none"> a. 559 – CM application b. 616 – Change form c. 616A – Provisional change form d. 617 – Supervising CM form e. 621 – Reinstatement f. 623 – HOA filing addendum g. 630 – CM renewal h. 634 – Provisional disassociation form i. 634A – CM disassociation form j. 659 – CM temporary certificate 	40	
Questions	5	
TOTAL	60	

2.

<p>Sponsor: Boyack, Orme & Anthony Course Title: <i>Resale Document Management</i> Request: 1 Hour General Classroom/Distance Objective: This seminar serves to further enhance community managers' understanding and the requirements of NRS 116.4109. Standards: Complies with the following provisions of NAC 116A.232: 1(a) contains current information that will improve professional knowledge; 1(b) contains information that relates to pertinent Nevada laws and regulations; and 2(m) the disclosures required in a transaction involving a unit in a common-interest community.</p>		
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Instructors: Edward Boyack, Esq.; Bradd Greene		
Determination: Approved – 1 Hour – General – Classroom/Distance		
Content:		Minutes:
I.	Introduction and overview	3
II.	Importance of the resale package <ul style="list-style-type: none"> a. How NRS 116.4109 protects the association and community managers b. Conflict and litigation avoidance 	4
III.	Parties involved <ul style="list-style-type: none"> a. Seller b. Buyer c. Their agents d. Association e. Community manager f. Management company and their employees/vendors 	6
IV.	Resale package overview – NRS 116.4109(1) <ul style="list-style-type: none"> a. “Copy” – governing documents b. “Statement” – resale certificate 	4
V.	Right of rescission – NRS 116.4109(2) & (3) <ul style="list-style-type: none"> a. Association delivers a resale package “within 10 calendar days” b. Purchaser has 5 calendar days following receipt of the resale package to cancel the contract c. This allows them time to read and agree to the rules of the association 	2
VI.	Liability and fees – NRS 116.4109(4) & (5) <ul style="list-style-type: none"> a. “Neither the unit’s owner nor authorized agent is liable to the purchaser for any erroneous information provided by the association and included in the documents and certificate.” b. A purchaser is not liable for any unpaid assessment or fee greater than the amount set forth in the documents and certificate prepared by the association. c. Certificate - \$185 d. Governing documents – provided electronically at no charge (encrypted email) 	6
VII.	Reserve study, above and beyond just the summary – NRS 116.4109(6) <ul style="list-style-type: none"> a. Upon request, the association shall make the entire study of the reserves reasonably available for the unit’s owner, purchaser, or authorized agent to inspect, examine, photocopy and audit. b. The study must be made available at the business office of the association or some other suitable location. 	2
VIII.	What is the difference between a resale certificate and statement of demand? <ul style="list-style-type: none"> a. Certificate - information for the buyer to make a decision b. Statement of Demand - for the Title or Escrow company to assure that all current debt is paid, and information transferred at the time of closing 	4
IX.	Deadlines and transaction timeline <ul style="list-style-type: none"> a. Resale certificate and escrow demand BOTH must be delivered within 10 days of request b. Statement of Demand must remain effective for NOT less than 15 business days c. Disclosure Package, including the Resale Certificate, remains effective for 90 calendar days 	4
X.	Statement of demand – NRS 116.4109(7) <ul style="list-style-type: none"> a. \$165 to prepare b. Includes the amount of monthly assessment, any unpaid obligation of any kind, including management fees, transfer fees, fines, penalties, interest, collection costs, foreclosure fees and attorney’s fees currently due from the selling unit’s owner 	4
XI.	Not charging any unauthorized fees – NRS 116.4109(8) <ul style="list-style-type: none"> a. Do not exceed allowable fees b. No service/processing fees c. No convenience fees d. Nothing that puts the costs over the limits 	6
XII.	Mistakes – NRS 116.4109(9)	2

	a. If the association becomes aware of an error in a statement of demand furnished during the period in which the demand is effective, but before the consummation of a resale, the association must deliver a replacement statement of demand to the person who requested it.	
XIII.	Lender questionnaires a. No requirement in NRS 116 to complete these forms b. Some forms are unanswerable and unreasonable c. Two forms are standard – Fannie Mae/Freddie Mac & HUD	6
XIV.	Summary a. Know what is required and keep the documents current b. You have 10 calendar days to complete the package c. Don't exceed allowable fees – check your provider if necessary d. Make sure your accounting information is accurate the first time	2
	Questions	5
	TOTAL	60

3.

Sponsor: Wilderness Forestry, Inc. Course Title: <i>Wildfires and Other Issues in the CIC</i> Request: 3 Hours General Classroom/Distance Objective: To instruct common-interest communities and community managers on how to best be prepared for wildland fires. Standards: Complies with the following provisions of NAC 116A.232: 1(a) contains current information that will improve professional knowledge; 1(b) contains information that relates to pertinent Nevada laws and regulations; 2(c) the administration of laws and regulations; 2(e) insurance and risk management; 2(h) inspecting a community for the purposes of maintenance, planning or enforcement; 2(i) pertinent federal laws; 2(j) health and safety issues; and 2(l) planning and zoning for land use and other local laws and regulations. Instructors: Lara Ruth Knipmeyer-Garrell; William T. Steward; Ron Wright Determination: Approved – 3 Hours – General – Classroom/Distance		
Content:	Minutes:	
I. Introduction a. Instructors b. Why is this class being taught? c. Legal disclosures	10	
II. Types of wildland fires and how they start a. Human caused b. Weather events i. High winds and low humidity ii. Dry lightening c. Types i. Ground ii. Surface iii. Crown	30	
Break	15	
III. Local programs for wildfire preparedness a. NFPA – National Fire Protection Association i. Codes and standards for homeowners ii. News and research iii. Training and certification iv. Public education b. “Living with fire” – helps communities live more safely c. PRC-4291 – CA Dept. of Forestry & Fire Protection d. Greenwaste disposal e. Preventable measures – brush clearing/ routine pruning	30	
IV. Wildfire smart landscaping and architectural recommendations in the CIC	30	

<ul style="list-style-type: none"> a. UNR & Northern NV Cal. Fire have a 60-page PDF about choosing the right plants in this region b. Clearly state expectations in ARC documents c. Check for fire rated materials <ul style="list-style-type: none"> i. Glass ii. Paint iii. Bricks 	
Break	15
V. Insurance <ul style="list-style-type: none"> a. Types of coverage <ul style="list-style-type: none"> i. D & O ii. Liability iii. Umbrella b. Claim examples c. What is covered d. Angora fire 2007 	30
VI. Homeowner preparedness - "Go" bag should include: <ul style="list-style-type: none"> a. Important documents b. Medication c. Videos/pictures of the home before evacuating d. Inventory of household 	20
Questions	
TOTAL	180

4.

<p>Sponsor: The Clarkson Law Group P.C.</p> <p>Course Title: 2020 CIC National Caselaw Update</p> <p>Request: 3 Hours Law Classroom/Distance</p> <p>Objective: This course covers nationally reported cases that have legal implications concerning community managers in Nevada.</p> <p>Standards: Complies with the following provisions of NAC 116A.232: 1(a) contains current information that will improve professional knowledge; 1(b) contains information that relates to pertinent Nevada laws and regulations; 2(b) pending and recent legislation; 2(c) community manager licensing and enforcement; 2(e) insurance and risk management; 2(f) office recordkeeping; 2(h) inspecting a community for the purposes of maintenance, planning or enforcement; 2(k) issues pertaining to declarants and developers; 2(m) the disclosures required in a transaction involving a unit in a common-interest community; and 2(q) the enforcement of financial obligations, including, without limitation, liens and collections procedures.</p> <p>Instructors: Adam H. Clarkson, Esq.; Roger J. Grant, Esq.; Gregory Kerr, Esq.; John E. Leach, Esq.</p> <p>Determination: Approved – 3 Hours – Law – Classroom/Distance</p>	
Content:	Minutes:
I. Introduction and Disclaimers	5
II. Assessment issues <ul style="list-style-type: none"> a. Khan v. Alpine Haven Prop. Owners' Ass'n <ul style="list-style-type: none"> i. Property owners sued the association asserting that their property was not part of a CIC and that they were not required to pay assessments. ii. Association counterclaimed, asserting that the subdivision was a preexisting CIC. iii. Supreme Court held that: <ul style="list-style-type: none"> 1. Summary judgment evidence was sufficient to support the reasonableness of association's assessments. 2. It was reasonable for the association to require all property owners who shared and benefited from the work of deeded services to share the cost of those services. 3. It was reasonable for association to include garbage removal as part of a fee, regardless of whether or not the property owners actually used the service. 	10

<ul style="list-style-type: none"> 4. Clearing private roads of snow was encompassed within road maintenance. 5. Large lot owners were required to pay their pro rata share of costs for the maintenance of the road network. b. Williams v. Salt Springs Resort Ass'n, Inc. <ul style="list-style-type: none"> i. Owner filed a class action complaint alleging the assoc. violated the Florida Consumer Collection Practices Act (FCCPA) when it posted a public list of owners who had unpaid assessments. ii. NRS 116.31175(4)(b) addresses this in NV. 	
<p>III. Association operations</p> <ul style="list-style-type: none"> a. M4 Holdings, LLC v. Lake Harmony Estates Property Owners' Ass'n <ul style="list-style-type: none"> i. Court held that series of emails did not constitute meeting of association as defined in bylaws, and thus amendment allegedly adopted during email correspondence did not constitute validly adopted action of board. ii. NRS 82.271(3) addresses this in NV. b. Woodson v. Bd. Of Dirs. Of Harbor Hill Condo. HOA <ul style="list-style-type: none"> i. HOA Assessment is not a "federally backed mortgage loan" subject to CARES ii. NV agrees 	10
<p>IV. Covenant enforcement</p> <ul style="list-style-type: none"> a. Bagchi v. Amberleigh Village HOA <ul style="list-style-type: none"> i. Non-waiver clause <i>precluded</i> waiver of enforcement despite 3 years passing since erection of fence rejected by ARC. ii. NRS 116.31065 in NV. b. Board of Mgrs. Of Fishkill Woods Condo. v. Gottlieb <ul style="list-style-type: none"> i. Association empowered by CC&Rs to remove loose aggressive dogs. ii. NRS 116.3102/ 3103 in NV. c. Dash v. Barnaby <ul style="list-style-type: none"> i. Assoc. entitled to enjoin future trashcan violations due to chronic non-compliance. ii. Continuing violation in NV? d. Densmore v. McCarley <ul style="list-style-type: none"> i. Waiver of CC&Rs by abandonment occurs where sufficient evidence exists that violations are so pervasive, they destroy the fundamental character of the neighborhood. Dog-breeding business in this case. ii. NRS 116.3102 in NV. e. Golf Club of Wentzville HOA v. Real Homes, Inc. <ul style="list-style-type: none"> i. Properties rented as a single-family residence were for residential, not commercial/business, purposes. ii. NRS 116.335 in NV. f. Johnson v. 48th Court NW HOA <ul style="list-style-type: none"> i. Owner's claims barred by doctrine of laches when improvement and conduct at issue existed more than 20 years. A Horse barn in this case. ii. NRS 116.1108 - The law of real property supplement the provisions of this chapter... 	25
Break	15
<p>V. Developer transition</p> <ul style="list-style-type: none"> a. 21 Kristin Condo Ass'n v. Pioneer Engineering <ul style="list-style-type: none"> i. Engineering firm's building condition representations included in disclosures were subject to action by association for negligent misrepresentation. ii. NRS 116.4106 and 116.4113 in NV. b. Aldea Dos Vientos v. CalAtlantic Group, Inc. <ul style="list-style-type: none"> i. Provision giving developer veto power if membership failed to vote for arbitration/litigation prior to action deemed unreasonable and unconscionable. ii. NRS 116.1112, 116.1206 and 116.31088 in NV. c. Poovey v. Vista North Carolina <ul style="list-style-type: none"> i. Developer amendment for public utility (wireless antenna) deemed reasonable. ii. NRS 116.2117, 116.3102 and 116.3112 in NV. 	15
VI. Fair housing	20

<ul style="list-style-type: none"> a. Cohen v. Clark <ul style="list-style-type: none"> i. Conflicting accommodations for pet allergy sufferer at no pet building vs. emotional support dog. ii. NRS 118.100 regarding discriminatory practices in NV. b. Davis v. Echo Valley Condo Ass'n <ul style="list-style-type: none"> i. Smoking ban requested by asthmatic owner not a reasonable accommodation. ii. NRS 118.101(1) A person may not refuse to: (b) Make reasonable accommodations in rules, policies, practices or services if those accommodations are necessary to ensure that the person with the disability may use and enjoy the dwelling in NV. c. Eastwood v. Willow Bend Lake HOA <ul style="list-style-type: none"> i. Staying away from strangers due to Covid is not a "major life activity" giving rise to an accommodation under the FHA. ii. Request to build a fence can be denied. d. Hernandez v. Golf Course Estates HOA <ul style="list-style-type: none"> i. Board members may be individually liable for FHA violation (initially refused handicap bus access to resident). ii. NRS 116.3103 and 116.31037 in NV. e. Hill v. River Run HOA <ul style="list-style-type: none"> i. Discriminatory rules and ARC denial of fence for safe child play violated FHA. ii. NRS 118.101(1) A person may not refuse to: (b) Make reasonable accommodations in rules, policies, practices or services if those accommodations are necessary to ensure that the person with the disability may use and enjoy the dwelling in NV. iii. NRS 116.31065(3) The rules adopted by an association must not be adopted to evade any obligation of the association. 	
<p>VII. Insurance</p> <ul style="list-style-type: none"> a. Atain Speciality Ins. Co. v. Galvestonian Condo. <ul style="list-style-type: none"> i. The Duty to Defend vs. the Duty to Indemnify ii. Reservation of rights means the loss may not be covered by insurance. 	5
<p>Break</p>	15
<p>VIII. Government issues</p> <ul style="list-style-type: none"> a. Escalera Ranch Owners' Ass'n v. Schroeder <ul style="list-style-type: none"> i. HOA has standing to challenge zoning commission's abuse of discretion. ii. NRS 116.3102(1) Except as otherwise provided in this chapter, and subject to the provisions of the declaration, the association: (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 in NV. 	5
<p>IX. Governing documents and statutory interpretation</p> <ul style="list-style-type: none"> a. Highfield Beach at Lake Michigan v. Sanderson <ul style="list-style-type: none"> i. Owner's 15-year property management contract was not a lease that allowed property manager to lease units for short periods in violation of governing documents. ii. NRS 116.335 and 116.2117 in NV. 	5
<p>X. Amendments</p> <ul style="list-style-type: none"> a. Holman v. Glen Abbey HOA <ul style="list-style-type: none"> i. Owners subject to neighborhood specific CC&Rs may not shift neighborhood obligation to remainder of community by neighborhood only vote, nor terminate neighborhood CC&Rs without community vote. ii. NRS 116.2117(4) Except to the extent expressly permitted or required by other provisions of this chapter, no amendment may change the boundaries of any unit or change the allocated interests of a unit in the absence of unanimous consent of only those units' owners whose units are affected and the consent of a majority of the owners of the remaining units in NV. 	5
<p>XI. Architectural authority</p> <ul style="list-style-type: none"> a. Sander v. Country Brook HOA 	10

<ul style="list-style-type: none"> i. Failure to comply with action without a meeting procedure caused ARC denial decision to be invalid and owner was permitted to install solar panels. ii. NRS 82.271 in NV. b. Exec. Bd. Of the N. Attleborough Preserve HOA v. Sarcia, <ul style="list-style-type: none"> i. ARC denial of one-story home in all two-story home HOA was “unreasonable” and therefore overturned by court. ii. NRS 116.31065 in NV. 	
<p>XII. Association and board powers</p> <ul style="list-style-type: none"> a. Bailey v. Shelborne Ocean Hotel Condo. <ul style="list-style-type: none"> i. Ratification of special assessment for capital improvement after construction did not cure violation of condominium act; board was authorized to assess for repairs without membership approval. ii. NRS 116.3115 in NV. 	5
<p>XIII. Nevada specific</p> <ul style="list-style-type: none"> a. 145 East Harmon II Trust v. Residences at MGM Grand <ul style="list-style-type: none"> i. HOA entitled to attorney's fees as prevailing party under voluntary dismissal. ii. NRS 116.4117(6) - The court may award reasonable attorney’s fees to the prevailing party in NV. b. Kosor v. Olympia Companies, LLC <ul style="list-style-type: none"> i. HOA meetings, election pamphlets, and homeowner posts on social media were “public forums” for purposes of anti-SLAPP protection from defamation claims. ii. NRS 41.637 - “Good faith communication in furtherance of the right to petition or the right to free speech in direct connection with an issue of public concern” means any communication made in direct connection with an issue of public interest in a place open to the public or in a public forum. 	10
<p>XIV. Miscellaneous</p> <ul style="list-style-type: none"> a. Issakhani v. Shadow Glen HOA <ul style="list-style-type: none"> i. HOA’s duty of care does not encompass a duty to provide onsite parking for invitees. ii. NRS 116.2105 in NV. b. Coley v. Eskaton <ul style="list-style-type: none"> i. Directors must act in the best interest of association and transactions must be fair to the HOA and its members. ii. NRS 116.3103 in NV. c. Goldman v. Sahl <ul style="list-style-type: none"> i. Litigation privilege for attorney communications. ii. NRS 116.31083(7) At least once every quarter, and not less than once every 100 days...the executive board shall review, at a minimum, the following financial information at one of its meetings: (f) The current status of any civil action or claim submitted to arbitration or mediation in which the association is a party. d. City of Eagle v. Two Rivers Subdivision HOA <ul style="list-style-type: none"> i. HOA unable to invalidate developer’s oral dedication to city despite lack of recordation where relied upon by city for approval of community. ii. NRS 116.2109 in NV. 	15
<p>Questions</p>	5
<p>TOTAL</p>	180