

# Community Insights

WINTER  
2021

A NEWSLETTER FROM THE COMMON-  
INTEREST COMMUNITIES AND  
CONDOMINIUM HOTELS PROGRAM

DEPARTMENT OF BUSINESS & INDUSTRY  
REAL ESTATE DIVISION





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# Ombudsman's Huddle

**W**ith 2020 finally behind us, we can now take a look back at all that we have learned. Having likely spent the year conducting everything from meetings to shopping online, we have hopefully not just fine-tuned our technological skills, but also our ability to be patient and empathize with one another. While a pandemic is a global event, each of us has had to deal with the ramifications and challenges in our own unique way, and I am certain that all of us have been humbled by the experience.

That being said, the world keeps moving forward, and the Division is now looking ahead to the 81st (2021) Session of the Nevada Legislature. There are currently a total of 875 bill draft requests (BDRs) that have been submitted for all areas of law. These BDRs can be viewed through the [State's legislative website](#).

A BDR is a written request proposing a new or modified law for enactment. BDRs are submitted to the Legislative Counsel by a legislator, executive agency, member of the judiciary, or a local government. Each bill must be limited to one subject, but may contain proposed revisions pertaining to multiple NRS sections relating to that subject. For a bill to become law, it must pass through both houses and the Governor.

Beginning February 1, the public can access any scheduled meetings held to discuss proposed bills through a link on the Legislature's [main page](#). As always, we will keep our constituents abreast of any changes made to Chapter 116 at the culmination of this Legislative Session in June. Let's all continue to remain safe and have a wonderful new year!

**- OMBUDSMAN CHARVEZ FOGER**



## Disclosing Litigation Concerning the Association

### RIGHT OF THE ASSOCIATION TO ENGAGE IN LITIGATION—

Pursuant to NRS 116.3102(1)(d), “subject to the provisions of the declaration, the association 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.”

Pursuant to NRS 116.31088(1), “the association may commence a civil action **without a vote** or written agreement of at least a majority of the units’ owners if the civil action that is being commenced is to:

- (a) enforce the payment of an assessment;
- (b) enforce the declaration, bylaws or rules of the

association;

- (c) enforce a contract with a vendor;
- (d) proceed with a counterclaim; or
- (e) protect the health, safety and welfare of the members of the association” (see [full provision](#) for any ratification requirements).

### WHERE SHOULD THE BOARD BE DISCUSSING CERTAIN LITIGATION?—

Pursuant to NRS 116.31088(1), when **unit owners** are entitled to vote, the association must provide written notice to each unit owner of the **meeting** at which commencement of the civil action is to be *considered*. This notice must be provided at least 21 calendar days before the date of

the meeting.

Pursuant to NRS 116.31085(3)(a), “an executive board may meet in executive session to consult with the attorney for the association on matters relating to proposed or pending litigation if the contents of the discussion would otherwise be governed by the privilege set forth in NRS 49.035 to 49.115, inclusive.”

Pursuant to NRS 116.31083(7)(f), “at least once every quarter, and not less than once every 100 days, unless the declaration or bylaws of the association impose more stringent standards, the executive board shall review the current status of any civil action or claim submitted to arbitration or mediation in which the association is a party” at a **regular board meeting**.

Pursuant to NRS 116.31088(4), “if any civil action in which the



association is a party is settled, the executive board shall *disclose the terms and conditions of the settlement* at the next regularly scheduled **meeting of the executive board** after the settlement has been reached.”

#### **HOW SHOULD RECORDS CONCERNING LITIGATION THAT IMPACTS THE COMMUNITY BE PROVIDED?—**

Pursuant to NRS 116.31175(1)(d), “the executive board of an association shall, upon the written request of a unit’s owner, **make available for review** all records filed with a court relating to a civil or criminal action to which the association is a party” (*exceptions contained within subsection 4 of this provision may apply*).

Due to the fact that the current status of any civil action must be discussed at a regular board meeting, unit owners may also **request a copy of the minutes and/or audio recording** of any such meeting pursuant to NRS 116.31083(8).

#### **WHAT OTHER DISCLOSURES CONCERNING LITIGATION THAT IMPACTS THE COMMUNITY ARE REQUIRED?—**

Pursuant to NRS 116.31088(2), “at least 10 days before an association commences or seeks to ratify the commencement of a civil action on which the owners of units **are entitled to vote**, the association shall **provide a written statement** to all the units’ owners that includes:

- (a) A reasonable estimate of the costs of the civil action, including reasonable **attorney’s fees**;
- (b) An explanation of the potential **benefits** of



the civil action and the potential adverse **consequences** if the association does not commence the action or if the outcome of the action is not favorable to the association;

- (c) All disclosures that are required to be made upon the sale of the property.”

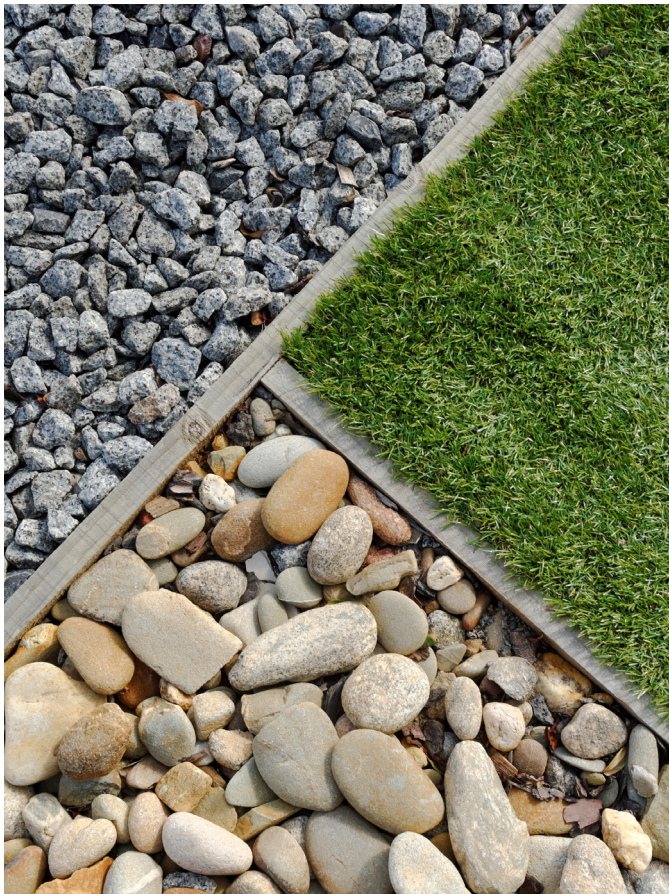
Pursuant to NRS 116.31151(1)(a), “before the beginning of the fiscal year of the association, the executive board must prepare and distribute to each unit’s owner a copy of the **budget** for the association, which must include the estimated annual revenue *and expenditures* of the association,” including legal fees.

Additionally, prior to finalizing the purchase of a unit within a common-interest community, a prospective buyer receives the following information as part of either a **Resale Package** (NRS 116.4109(1)(d)) or **Public Offering Statement** (NRS 116.4103(1)(j)): **a statement** of any unsatisfied judgments or pending legal actions against the association and the status of any pending legal actions material or relating to the common-interest community of which the unit’s owner/declarant has actual knowledge.

# Staying Water Smart During Tight Economic Times

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by Patrick Watson, Conservation Services Administrator for  
the Southern Nevada Water Authority



In the best of times, funding and operating a community association is no easy task, but when a global pandemic stops everything in its tracks—putting the brakes on an association’s ability to collect fees and budget for future expenses—financing even the most mundane projects becomes a matter of “wait and see.” Unfortunately, when residing in the desert, waiting to see if water/landscaping bills can be paid could quickly result in a community looking much more unhealthy than it should.

Controlling community costs and reducing unnecessary expenditures in a manner that both preserves property values and community character, is a priority for associations. As the pandemic continues to exert economic pressure, there are options available for those associations looking to cut down on water costs. The Southern Nevada Water Authority (SNWA) is specifically seeking to assist associations with regards to saving water and money on their landscape maintenance expenditures.

One rebate incentive program which can be tailored to meet specific community needs is the flagship Water Smart Landscapes rebate program (WSL), commonly referred to as “cash for grass.” Launched in 1999, the WSL program offers a rebate of \$3 per square foot of grass replaced with desert landscaping, up to the first 10,000 square feet converted per property per year (\$1.50 per square foot beyond that). The maximum award for any property in a fiscal year is \$500,000.

Since its launch, the WSL program has resulted in more than 197 million square feet of grass converted to water-efficient landscaping—enough to roll an 18-inch-wide strip of sod completely around the circumference of the Earth. At the same time, the program has helped Southern Nevada communities save more than 140 billion gallons of water. On an annual basis, the WSL program saves nearly 11 billion gallons of water, equal to about 10 percent of Southern Nevada’s annual Colorado River allocation.

The WSL program is ideal for Southern Nevada community associations on many levels, including up-front water savings, as drip-irrigated, water-efficient landscaping requires only 17 gallons of water per year, compared to 73 gallons per year for 1 square-foot of grass.



WSL can also reduce landscape maintenance expenses, especially for non-functional grass. Non-functional grass, such as street side and median island turf grass, serves no useful purpose within homeowner associations other than to be an expense. These unused, ornamental grass areas often go untouched except by the landscaper pushing a mower. By converting these often-unconnected patches of grass to water-efficient, desert adapted landscaping, an association can save money on both monthly water bills and landscaping fees.

An association can further stretch those savings by taking advantage of SNWA rebates for smart irrigation controllers. Designed to adjust your watering schedule according to the weather, many smart irrigation

controllers provide convenient access via mobile applications. For community associations, the SNWA offers a rebate of \$40 per active irrigation valve, or 50 percent of the cost of the new controllers (50 percent of MSRP), whichever is less. A complete list of qualifying products and participating retailers is available at [snwa.com/rebates/clock/index.html](http://snwa.com/rebates/clock/index.html).

With all this information, it may be difficult to determine where to start. For assistance in determining the best approach to save water in your community, the first step is to contact SNWA for a free Water Use Analysis. During this analysis, water use history is collected and information about the community's common-area landscape is gathered. Results of the analysis will include SNWA's

recommendations on ways to improve water-use efficiency, along with general watering practices, irrigation scheduling, and ways of spotting and stopping leaks. SNWA staff are also available to attend executive board and association meetings to educate homeowners and answer any related questions.

By utilizing the rebate programs and other resources described above, the monthly savings in water and money, beyond the initial outlay, can benefit an association's operating budget's bottom line for years to come. For more information on these incentive programs, you can visit [snwa.com](http://snwa.com), or contact SNWA Conservation Programs Coordinator Hillery Francis, at [hillery.francis@snwa.com](mailto:hillery.francis@snwa.com)

**DID YOU KNOW...?**

# Explaining the Violation Record

GENERAL RECORD OF POST-HEARING VIOLATIONS			
Association Name:			
Date Range Reported:			
This record is maintained in accordance with NRS 116.31175(5) and will be made available for a unit owner to search and review upon written request.			
Date Sanction Imposed	Nature of Violation (as specified in the Fine Schedule)	Amount of Fine/Const. Penalty	Sanction Type(s)
			<input type="checkbox"/> Fine <input type="checkbox"/> Restrict Use of Common Elements <input type="checkbox"/> Construction Penalty <input type="checkbox"/> Restrict Voting Rights
			<input type="checkbox"/> Fine <input type="checkbox"/> Restrict Use of Common Elements <input type="checkbox"/> Construction Penalty <input type="checkbox"/> Restrict Voting Rights
			<input type="checkbox"/> Fine <input type="checkbox"/> Restrict Use of Common Elements <input type="checkbox"/> Construction Penalty <input type="checkbox"/> Restrict Voting Rights
			<input type="checkbox"/> Fine <input type="checkbox"/> Restrict Use of Common Elements <input type="checkbox"/> Construction Penalty <input type="checkbox"/> Restrict Voting Rights
			<input type="checkbox"/> Fine <input type="checkbox"/> Restrict Use of Common Elements <input type="checkbox"/> Construction Penalty <input type="checkbox"/> Restrict Voting Rights

*This template and more are available on the Division's website.*

Pursuant to NRS 116.31175(5), the executive board of an association shall maintain a ***general*** record concerning each violation of the governing documents, other than a violation for failure to pay an assessment, for which the executive board ***has imposed a fine, construction penalty or any other sanction.***

This general record:

- (a) Must contain a general description of the ***nature*** of the violation and the ***type of sanction*** imposed. If the sanction imposed was a fine or penalty, the ***amount*** of the fine or penalty must be specified.
- (b) Must ***NOT*** contain the name or address of the person against whom the sanction was imposed or any other personal information which may be used to identify the person or the location of

the unit, if any, associated with the violation.

- (c) Must be maintained in an organized and convenient filing or data system that allows a unit's owner to ***search and review*** the general records concerning violations of the governing documents.

While this record does not contain much information, it does serve to show that multiple sanctions for the same type of uncured violation are being imposed. For a homeowner who believes that other units with the same type of violation are not being treated equally, providing this record can help that owner understand that they are not being singled out, and uniform enforcement of the governing documents is in fact taking place.

## The Gift of Giving

With the holiday season having just passed, there are some community managers who may have received "holiday bonuses" from the associations that they manage. It is important to remember that the monetary caps set in statute and regulation do not pertain to what the association can give, but rather to what the declarant or those working for the association can give.

Pursuant to NRS 116.31185(2), a community manager or any person working for a community manager shall not accept, directly or indirectly, any gifts, incentives, gratuities, rewards or other items of value from:

- (a) An attorney, law firm or vendor, or any person working directly or indirectly for the attorney, law firm or vendor; or
- (b) A declarant, an affiliate of a declarant or any person responsible for the construction of the applicable community or association which total more than the amount established by the Commission by regulation, not to exceed \$100 per year per such entity.

NAC 116.482 sets the cap on gifts and other items of value at a sum of \$500 per calendar year, and also states that community managers must disclose to the Division in their renewal form (page 2 of [Form 630](#)), a statement of any such gifts, incentives, gratuities, rewards or other items of value which exceed \$15 received during each of the years following the last renewal.



**TEST YOUR KNOWLEDGE**

# True or False - Management Agreements

		<b>CIRCLE ONE</b>
<b>1</b>	Can only be entered into between the client and the community manager themselves, not their employer?	<b>T / F</b>
<b>2</b>	Must state the services to be provided, scope of work, any reimbursable expenses, and any spending limits of the community manager?	<b>T / F</b>
<b>3</b>	Must include a complete schedule of all fees, costs, expenses and charges to be imposed by the community manager, whether direct or indirect?	<b>T / F</b>
<b>4</b>	Must state that the term of the agreement can be no longer than one year?	<b>T / F</b>
<b>5</b>	May contain an automatic renewal provision?	<b>T / F</b>
<b>6</b>	May allow the provisions of the management agreement to apply month to month following the end of the agreement's term?	<b>T / F</b>
<b>7</b>	Must state the frequency and extent of regular inspections of the common-interest community?	<b>T / F</b>
<b>8</b>	Must state any limitations on the liability of each contracting party?	<b>T / F</b>
<b>9</b>	Must include provisions relating to the grounds and procedures for termination of the community manager?	<b>T / F</b>
<b>10</b>	May, but is not required to include any start-up costs for a new association?	<b>T / F</b>
<b>11</b>	May, but is not required to include fees for non-routine services, such as the mailing of collection letters and recording of liens?	<b>T / F</b>
<b>12</b>	Must include the fees for the sale or resale of a unit, or for setting up the account of a new member, and the portion of fees that are to be retained by the association?	<b>T / F</b>
<b>13</b>	Despite what the governing documents state, must state that the community manager has the authority to sign checks on behalf of the client in an operating account?	<b>T / F</b>
<b>14</b>	May, but is not required to include any start-up costs for dispute resolution?	<b>T / F</b>
<b>15</b>	Must identify the types and amounts of insurance coverage to be carried by each party?	<b>T / F</b>

1.	F - NRS 116A.620(1)(b)
2.	T - NRS 116A.620(1)
3.	T - NRS 116A.620(1)(e)
4.	F - NRS 116A.620(1)(b)
5.	F - NRS 116A.620(2)(b)
6.	T - NRS 116A.620(2)(b)
7.	T - NRS 116A.620(1)(c)
8.	T - NRS 116A.620(1)(g)
9.	T - NRS 116A.620(1)(f)
10.	F - NRS 116A.620(1)(e)
11.	F - NRS 116A.620(1)(e)
12.	T - NRS 116A.620(1)(e)
13.	F - NRS 116A.620(1)(p)
14.	F - NRS 116A.620(1)(l)
15.	T - NRS 116A.620(1)(k)



## Hiring and Working with Licensed Contractors— an Expectation of all Nevada CICs

**W**hen hiring a contractor for common area repairs or larger renovation projects, association board members should always insist on hiring licensed Nevada contractors. Not only is this an expectation set in regulation—NAC 116.405(8)(d) states that the Commission may consider whether an executive board member caused the association to obtain, when practicable, at least three bids from reputable service providers who possess the proper licensing before purchasing any such service for use by the association—but it is imperative to protecting the association’s assets. This article will further highlight the reasoning behind this recommendation, and also provide simple steps that can be taken to best protect the communities that board members are elected to serve.

The Nevada State Contractors Board (NSCB) protects those who hire contractors in multiple ways. It reviews and verifies the work experience and qualifications of contractors licensed within the state of Nevada, ensuring that they have passed the exams necessary to provide them with the knowledge and

awareness of both industry and state requirements for their jobs. It also has the ability to hold licensed contractors accountable to the terms of a contract and standards of the construction industry through the investigative process.

During the course of a project, and up to four years from the date work is performed, a complaint may be filed against a licensed contractor with the NSCB. Complaints can cite workmanship issues, a failure to complete the terms of a contract, or project abandonment. Filing a complaint allows the NSCB to investigate allegations made in an effort to determine the validity of any issues raised. If workmanship concerns are validated, the NSCB may then order the contractor to remedy the situation. If a contractor fails to comply with the order, this may subject their license to further disciplinary action.

To best protect the community, the first step that an association should take when hiring a contractor is to ensure a thorough bidding and contract approval process. An executive board should:

- Use the same scope of work when soliciting



bids and insist on detailed proposals.

- Request that each licensed contractor provide a current copy of their Pocket ID Card, which contains the information required to verify their license with the NSCB.
- Ensure that a current, up to-date, license print-out from the NSCB website ([www.nscb.nv.gov](http://www.nscb.nv.gov)) is attached to every bid the day a contract is awarded.

**Note:** *The license status needs to read “Active” at the time of hire in order to receive the full resources available from the NSCB. The NSCB’s online license search feature can provide a list of actively licensed contractors in a specific classification within your county.*

Upon selecting a contractor to hire, the association is then best served to have a detailed written contract that includes all project specifications and agreed upon expectations. Types of

materials, design considerations, verbal agreements or guarantees, timelines, and subcontractor details should all be included. If a complaint is filed, this contract will assist the NSCB in determining the terms of the project and related responsibilities of the contractor.

Overall, while unlicensed contractors may present a more appealing pitch for an association’s budgetary needs, hiring these individuals poses added risks and reduces the options for recourse if something does go wrong during the construction process. It is probable that workmanship concerns will have to be resolved through civil litigation, which can be both time consuming and costly. Unlicensed contractors are also less likely to carry workers’ compensation insurance, leaving the association liable if a contractor becomes injured on the job.

Just like the association, homeowners performing work on units within the community should also be encouraged to stay away from hiring unlicensed

contractors. If workmanship issues arise and the NSCB’s investigation does not resolve concerns with a licensed contractor, eligible owners of single-family residences can file a claim with the Residential Recovery Fund. This fund can provide financial compensation of up to \$40,000 for validated damages incurred during the course of a project. Owners who elect to hire unlicensed contractors are of course not eligible.

The NSCB appreciates sharing this information and extends its assistance at any time to answer questions that may arise when considering an upcoming construction project. The NSCB has numerous consumer resources on its [website](http://www.nscb.nv.gov) and also offers custom presentations for HOA boards and/or homeowners. Please visit [www.nscb.nv.gov](http://www.nscb.nv.gov) or call (702) 486-1100 or (775) 688-1141 for additional information.

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by Margi Grein, Executive Officer for the Nevada State Contractors Board

# What happened at Commission?

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## ALLEGATIONS/STIPULATIONS

Stipulations occur when both the respondent and the Division have agreed to conditions reviewed and accepted by both sides. A stipulation may or may not be an admission of guilt.

## ACTIONS/DECISIONS

Acts of the Commission for Common-Interest Communities and Condominium Hotels are not published until after the 30-day period allowed for filing under Judicial Review. If a stay on discipline is issued by the court, the matter is not published until the final outcome of the review.

### NRED V. SHERRYL BACA

<b>CASE NUMBER</b>	2018-812 2018-660	<b>TYPE OF RESPONDENT</b>	Community Manager
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## ALLEGATIONS/VIOLATIONS

The Division received a Statement of Fact against the respondent, filed by community manager Lisa Carrion. Ms. Carrion alleged that documents that were turned over by the respondent were not in order, some were missing, and the records included records from other associations managed by the respondent. Ms. Carrion prepared a list of missing items and sent it to the respondent by certified mail. Baca did not respond. At the same time, board members contacted the Division about checks signed by Baca for construction defect repairs, when in fact no management agreement existed granting her that authority. Respondent violated: NRS 116A.630(l) and NAC 116A.320 by failing to act as a fiduciary and failing to exercise ordinary and reasonable care in the performance of her duties; NRS 116A.630(2)(a) and NAC 116A.320 by failing to comply with state laws; NRS 116.630(6)(a) by failing to ensure at all times that the financial transactions of the association were current, accurate and properly documented; NRS 116A.620 and NAC 116A.325 by performing community management services without a signed management contract from 2010 to 2014; and NAC 116A.355 by exceeding the authority granted to her by the association.

## DISCIPLINARY ACTIONS

Respondent's community manager certificate is revoked for a period of no less than two years, but in no event sooner than all fines imposed are paid in full. Baca shall pay an administrative fine to the Division in the total amount of \$57,196.79, \$36,000 for violations of law and \$21,196.79 representing the total amount due for the Division's attorney's fees and costs. If Baca applies in the future for a community manager certificate, such application will have to be approved by the Commission, and Baca will have to take the precertification classes required for initial licensure and satisfy any other requirements for licensure applicable at that time.

### NRED V. ELDORA PLAZA, INC., BARBARA JACKSON AND AMALIA DOMINGUEZ

<b>CASE NUMBER</b>	2017-2476	<b>TYPE OF RESPONDENT</b>	Board of Directors
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## ALLEGATIONS/VIOLATIONS

Respondent Dominguez served as president/treasurer and respondent Jackson served as secretary. While on the self-managed board, Dominguez performed bookkeeping services, and to compensate Dominguez for her services, the board

# What happened at Commission?

CONTINUED

## NRED V. ELDORA PLAZA, INC., BARBARA JACKSON AND AMALIA DOMINGUEZ CONTINUED

agreed that her monthly assessments would be waived by fifty percent. Respondents violated: NRS 116.31187(1) by permitting a board member to be compensated; NRS 116.3103 by failing to perform their fiduciary duties; NRS 116.31083 by failing to hold meetings and properly take minutes/ maintain audio recordings; NRS 116.31153 by failing to obtain two signatures when making withdrawals from association accounts; NRS 116.31034 by failing to hold elections; NRS 116.3115 by failing to properly fund the reserve account; NAC 116.451(4) by failing to properly prepare and distribute the association's interim financial statements; and NRS 116.3103 through NAC 116.405 by failing to contract with properly licensed and insured vendors, and failing to maintain the exterior of buildings as required by the governing documents.

### DISCIPLINARY ACTIONS

Settlement—Respondents Jackson and Dominguez have since hired a community manager and agree to attend 12 hours of classes offered or approved by the Division within 12 months. Respondent Dominguez shall reimburse the association the sum of \$6,300 for improperly waived assessments within 45 days. Respondents agree that if the terms and conditions of the stipulation and order are not met, the Division may proceed with prosecuting the complaint before the commission.

## NRED V. JAMES MELVIN FENNEL

<b>CASE NUMBER</b>	2019-1083	<b>TYPE OF RESPONDENT</b>	Provisional Community Manager
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### ALLEGATIONS/VIOLATIONS

Respondent obtained his provisional community manager certificate from the Division in 2018. In 2019, the Division received a Statement of Fact filed by his supervisory community manager, alleging that the respondent had fraudulently endorsed association checks, deposited them into his personal account, and had taken homeowner cash payments due to the association. The association provided documentation to the Division that the respondent intercepted checks written from the association to other persons/entities, including vendors and title companies when preparing resale packages. Respondent violated: NRS 116A.630(1) by failing to act as a fiduciary and failing to exercise ordinary and reasonable care in the performance of his duties; NRS 116A.630(2)(a) and NAC 116A.320 by failing to comply with state laws; NRS 116A.640(4) by misappropriating association money for his own personal use; NRS 116A.640(2)(b) and NAC 116A.345(2)(b) by impeding or otherwise interfering with an investigation of the Division by supplying false information; and NAC 116A.355 by committing professional incompetence, engaging in deceitful, fraudulent or dishonest conduct and failing to exercise reasonable skill and care with respect to a duty or obligation owed to a client.

### DISCIPLINARY ACTIONS

Respondent's provisional community manager certificate is revoked for a period of no less than ten years and respondent shall not be permitted to reapply for a certificate from the Division following the ten-year revocation period until all fines and restitution imposed by the Commission are paid in full. Respondent shall pay to the Division a total fine of \$41,935.97, reflecting an administrative fine of \$40,000 for violations of law, plus \$1,935.97 for the Division's attorney's fees and costs, and also pay the association \$9,350 dollars in restitution. The total fine shall be paid in full no later than 60 days from the date of the order. The Division may institute debt collection proceedings for failure to timely pay the total fine. If collection goes through the State of Nevada, then respondent shall also pay the costs associated with collection.

## OUR OFFICES WILL BE CLOSED UNTIL FURTHER NOTICE:

To receive updates as to when the office will reopen, as well as other pertinent, ongoing information, please sign up to receive Ombudsman emails by subscribing from our [Direct Link](#).

## Ombudsman Information

October through December 2020

Total Associations Registered in the State of Nevada	<b>3,454</b>
Complaints Received	<b>83</b>
Alternative Dispute Resolution (ADR) Filings	<b>96</b>
Associations Reviewed for Possible Audit	<b>45</b>
Records Requests Processed	<b>13</b>
Training Sessions Conducted	<b>24</b>
Classroom Attendees	<b>403</b>

## UPCOMING COMMISSION MEETINGS

- **FEBRUARY 2-4**
- **JUNE 1-3**
- **AUGUST 31 - SEPTEMBER 2**
- **DECEMBER 7-9**

Further details located on the [CICCH Commission Calendar](#).

## UPCOMING HOLIDAYS

**JANUARY 18** / MARTIN LUTHER KING JR. DAY  
**FEBRUARY 15** / WASHINGTON'S BIRTHDAY

### STATE OF NEVADA DEPARTMENT OF BUSINESS & INDUSTRY

Terry Reynolds  
Director

### REAL ESTATE DIVISION

Sharath Chandra  
ADMINISTRATOR

### COMMON-INTEREST COMMUNITIES & CONDOMINIUM HOTELS Office of the Ombudsman

Charvez Foger  
OMBUDSMAN

Monique Williamson  
EDUCATION & INFORMATION OFFICER  
EDITOR

### COMMISSION FOR COMMON- INTEREST COMMUNITIES & CONDOMINIUM HOTELS

Michael Burke, Esq., Chairman  
ATTORNEY MEMBER

Charles Niggemeyer, Vice-Chairman  
HOMEOWNER MEMBER

Richard Layton, Secretary  
CERTIFIED PUBLIC ACCOUNTANT MEMBER

Phyllis Tomasso, Commissioner  
HOMEOWNER MEMBER

Tonya Gale, Commissioner  
COMMUNITY MANAGER MEMBER

Vacant, Commissioner  
DEVELOPER MEMBER

Patricia Morse Jarman, Commissioner  
HOMEOWNER MEMBER

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