



October 13, 2026

Sharath Chandra  
Administrator  
Nevada Real Estate Division  
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Suite 350  
Las Vegas, NV 89102  
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**Subject: Petition for Advisory Opinion under NRS 116.623 — Conditions on Access to HOA Records and HSW Enforcement**

Dear Administrator Chandra:

Pursuant to NRS 116.623, I request an advisory opinion concerning the authority of Nevada homeowner associations to condition access to association records on the execution of affidavits imposing restrictions not specified in NRS 116.31175. This request raises questions affecting homeowners throughout Nevada, not simply the practices of one association.

**Background**

NRS 116.31175 requires an association's executive board, upon written request, to make available the association's "books, records and other papers," followed by examples introduced with "including, without limitation," subject to statutory exceptions. NRED previously addressed the breadth of this requirement in Advisory Opinion 12-03-116, explaining that association records are generally available for review unless a limited exception applies.

A recent example raises questions about how this statutory right is being implemented. Sun City Summerlin Community Association presented me, a homeowner seeking financial records, with a two-page *Use and Confidentiality of Association Records Affidavit* (attached).

The affidavit:

- Requires an acknowledgment concerning the purpose of the records request;
- Prohibits publication or distribution of association records and information derived from them;

- Declares that violating the affidavit will likely constitute a health, safety, and welfare (HSW) violation under NRS 116.31031;
- Identifies possible enforcement consequences including fines, attorney's fees, and foreclosure of violation fines.

A note following the signature and notarization provisions declares that refusal to fully execute the affidavit relieves the association of any obligation to provide requested records, citing NRS 82.186. A second note exempts certain financial documents and meeting minutes from the affidavit requirement, implying that the requirement applies generally to other records.

NRS 116.31175 does not expressly require such an affidavit or prohibit an owner from publishing information lawfully obtained under its provisions.

This petition does not request the creation of new homeowner records-access rights or additional categories of records. NRS 116.31175 already establishes an affirmative duty to make association records available upon an owner's written request, subject to expressly identified exceptions. The requested opinion concerns whether an association satisfies that existing statutory obligation when it withholds otherwise available records because an owner refuses conditions imposed through the association's governing documents or an affidavit.

## Questions presented

I request the Division's interpretation of the following:

**1. Records-access conditions.** May an association refuse to provide records otherwise available under NRS 116.31175 because an owner declines to comply with additional conditions imposed through its bylaws or a required affidavit? NRS 116.31175 directs that, except as otherwise provided in subsection 4, "the executive board of an association **shall**, upon the written request of a unit's owner, make available" association records. The statute establishes specific exceptions to that obligation and does not authorize associations to impose additional conditions as grounds for withholding records.

**2. Application of NRS 82.186.** May an association rely on the affidavit provision in NRS 82.186(3) to deny records access independently established by NRS 116.31175 when an owner refuses to execute an affidavit?

**3. Refusal to provide.** Sun City Summerlin's Bylaw 12.4 provides that inspection and copying of association records must be for a purpose reasonably related to the owner's interest as a member. If an owner states a purpose for requesting records, may the association unilaterally determine that the stated purpose is not reasonably related to the owner's interest as a member and, on that basis, refuse access to records otherwise available under NRS 116.31175? If the answer is yes, is that authority subject to any due process requirements and is the association's determination subject to administrative review or remedy through NRED?

**4. Restrictions on publication.** Does Chapter 116 authorize an association to condition statutory records access on an owner's agreement not to reproduce, publish, distribute, or communicate lawfully obtained association records or information derived from them?

**5. HSW enforcement.** May an association characterize an owner's breach of such an affidavit—particularly its restrictions on publication or distribution—as an imminent threat to health, safety, or welfare under NRS 116.31031? Does executing the affidavit provide any legal basis for imposing HSW sanctions or pursuing foreclosure of violation fines?

### **Requested opinion**

I request that the Division identify the statutory or regulatory authority supporting any such conditions or enforcement measures or clarify that Chapter 116 does not authorize them. This is a request for interpretation of statutes administered by the Division, not a request to adjudicate whether Sun City Summerlin or its counsel committed a violation.

Homeowners should not be subjected to intimidating demands to execute affidavits that require them to surrender their rights to communicate information and threaten extraordinary enforcement penalties—including foreclosure—all the while cloaking those threats in carefully qualified language such as “shall likely constitute” a health, safety, and welfare violation. Such language does not diminish the threat to the homeowner; it merely avoids an unequivocal assertion of the legal basis for imposing it.

The burden should not fall on individual homeowners to challenge such demands at their own expense before an association honors a right already established by Nevada law.

I request an advisory opinion addressing these questions pursuant to NRS 116.623.

Respectfully,

A large black rectangular redaction box covering the signature of the sender.

cc: Shareece Bates, sbates@red.nv.gov

**Attachment:** Sun City Summerlin — *Use and Confidentiality of Association Records Affidavit* (2 pages) and Sun City Summerlin Bylaw 12.4

**SUN CITY SUMMERLIN  
USE AND CONFIDENTIALITY OF ASSOCIATION RECORDS AFFIDAVIT**

I, \_\_\_\_\_ (“Affiant” or “Owner”), being first duly sworn upon oath, depose and state as follows:

1. **Membership:** I am a member of Sun City Summerlin Community Association, Inc. (“Association”).
2. **Records Request:** I am requesting to inspect, review, and/or copy the following Association records pursuant to Bylaws §12.4, NRS 116.31175 and NRS 82.186:  
\_\_\_\_\_  
\_\_\_\_\_
3. **Purpose of Records Request:** I declare that my review of records is not desired for any purpose not related to my membership in the Association. The purpose related to my membership being to review Association governance, finances, and operations, pursuant to Bylaws §12.4. Further, I understand and agree that uses or attempts to use information, records or other data obtained, for any purpose not related to my interest in the Association as a member shall constitute a gross misdemeanor, and that such improper purposes would include, but are not limited to, publication of the information and/or my interpretations drawn therefrom in a publication, solicitation of business, competition with the Association, or other improper and/or commercial purposes.
4. **Restriction on Use and Publication:** I expressly agree that I shall not use the information for any commercial purpose or purpose in competition with the Association, including, but not limited to, publishing, disseminating, distributing, or otherwise making public any Association records, or information derived from such records, in any newsletter, circular, electronic publication, website, social media platform, or other medium intended for public or community-wide distribution.
5. **Confidentiality Acknowledgment:** I acknowledge that the records contain confidential or sensitive information concerning the Association, its members, vendors, or operations. I agree that any unauthorized publication or dissemination of such records constitutes a violation of the Association’s confidentiality rights in its records.
6. **Health, Safety, and Welfare Violation:** I acknowledge that violation of this affidavit shall constitute a violation of Bylaw §§6.1, 6.2 & 12.4 and CC&R §IX(1) by virtue of the interference with the operations, safety, and/or confidentiality rights of the Association, and that such violation shall likely constitute a health, safety, and welfare violation under NRS 116.31031; and, in the event of violation, the Association may pursue any and all remedies available under Nevada law and the Association’s governing documents, including, but not limited to, imposition of fines, injunctive relief, damages, foreclosure of violation fines, and recovery of attorneys’ fees and costs.
7. **Binding Effect:** I understand that this Affidavit is a binding agreement and may be relied upon by the Association in granting access to records. I further understand that any false statement herein may subject me to penalties for perjury under the laws of the State of Nevada.

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAW OF THE STATE OF NEVADA THAT THE FOREGOING IS TRUE AND CORRECT.

\_\_\_\_\_  
Date: \_\_\_\_\_ Signature of Affiant

STATE OF NEVADA  
COUNTY OF CLARK

On \_\_\_\_\_, before me the undersigned Notary Public in and for the said county, personally appeared the above named Affiant, personally known to me, or proved on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and who acknowledged to me that they executed the same freely and voluntarily, and for the uses and purposes mentioned within.

\_\_\_\_\_  
NOTARY PUBLIC

**Please Note:**

- 1) Refusal to fully execute and return this affidavit relieves the Association of any obligation to provide records in response to a records request. NRS 82.186.
- 2) This affidavit is not required for review and/or copies of records identified under NRS 116.31175(1)(a)(financial statement), (b)(budget), (c)(reserve study), NRS 116.3108(3)(membership meeting minutes), and/or NRS 116.31083(5)(executive board meeting minutes), which shall be provided electronically upon request.

# Master Bylaws

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## **12.3 Fiscal Year**

The fiscal year for the Association shall begin on the first day of July and end on the 30th day of June of each year provided, however, that the Board of Directors is expressly authorized to change such fiscal year in accordance with the provisions and regulations from time to time prescribed by the Internal Revenue Code of the United States of America, at such time as the Board of Directors deems it advisable.

## **12.4 Inspection of Association Books and Records**

(a) The books of account and minutes of meetings of the members, of the Board of Directors and of committees of the Board of Directors of the Association shall be made available for inspection and copying by any member of the Association, or by his/her duly appointed representative, at any reasonable time and for a purpose reasonably related to his interest as a member, at the office of the Association.

(b) Every Director shall have the right at any reasonable time to inspect all books, records and documents (except as prohibited or restricted by law) of the Association and the physical properties owned or controlled by the Association.

The right of inspection by a Director includes the right to make extracts and copies of such documents.

(c) The Board of Directors shall establish reasonable rules with respect to:

(1) Notice to be given to the Custodian of the records by the member desiring to make the inspection.

(2) Hours and days of the week when such an inspection may be made.

(3) Payment of the cost of reproducing copies of documents requested by a member.

## **12.5 Amendments to the CC&Rs/Master Declaration**

(1) The Board may, when the election is for an amendment to the CC&Rs/Master Declaration, extend the voting deadline twice by no more than a total of 120 days.

(2) Any amendments to the CC&Rs/Master Declaration shall require a Certificate of Amendment be duly signed by the President or the Vice President and attested to by the Secretary or the Assistant Secretary of the Association and properly recorded with the County Recorder.