

1 SENATE BILL 497

2 **51ST LEGISLATURE - STATE OF NEW MEXICO - FIRST SESSION, 2013**

3 INTRODUCED BY

4 Timothy M. Keller

5  
6  
7  
8  
9  
10 AN ACT

11 RELATING TO REAL PROPERTY; ENACTING THE HOMEOWNER ASSOCIATION  
12 ACT; PROVIDING FOR THE FORMATION AND MANAGEMENT OF HOMEOWNER  
13 ASSOCIATIONS; PROVIDING FOR DISCLOSURE OF RECORDS; REQUIRING  
14 DISCLOSURE OF HOMEOWNER ASSOCIATION INFORMATION TO PURCHASERS.

15  
16 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF NEW MEXICO:

17 SECTION 1. SHORT TITLE.--This act may be cited as the  
18 "Homeowner Association Act".

19 SECTION 2. DEFINITIONS.--As used in the Homeowner  
20 Association Act:

21 A. "articles of incorporation" means the articles  
22 of incorporation, and all amendments thereto, of a homeowner  
23 association as filed in accordance with the Nonprofit  
24 Corporation Act;

25 B. "association" means a homeowner association;

underscored material = new  
[bracketed material] = delete

underscoring material = new  
~~[bracketed material] = delete~~

1 C. "board" means the body, regardless of name,  
2 designated in the declaration or bylaws to act on behalf of the  
3 association;

4 D. "bylaws" means the code of rules adopted for the  
5 regulation or management of the affairs of the association,  
6 irrespective of the name by which such rules are designated;

7 E. "common area" means property within a  
8 development that is designated as a common area in the  
9 declaration and is required by the declaration to be maintained  
10 or operated by an association for use of the association's  
11 members;

12 F. "common expenses" means expenditures made by, or  
13 the financial liabilities of, the association, together with  
14 any allocations to reserves;

15 G. "community documents" means all documents  
16 governing the use of the lots and the creation and operation of  
17 the association, including the declaration, bylaws, articles of  
18 incorporation and rules of the association;

19 H. "declarant" means the person or group of persons  
20 designated in a declaration as declarant or, if no declarant is  
21 designated, the person or group of persons who sign the  
22 declaration and their successors or assigns who may submit  
23 property to a declaration;

24 I. "declaration" means an instrument, however  
25 denominated, including amendments or supplements to the

.192915.1

underscoring material = new  
~~[bracketed material] = delete~~

1 instrument, that:

2 (1) imposes on the association maintenance or  
3 operational responsibilities for common areas, easements or  
4 portions of rights of way; and

5 (2) creates the authority in the association  
6 to impose on lots or on the owners or occupants of such lots,  
7 or on any other entity, any mandatory payment of money in  
8 connection with the provision of maintenance or services for  
9 the benefit of some or all of the lots, the owners or occupants  
10 of the lots or the common areas. "Declaration" does not  
11 include a like instrument for a condominium or time-share  
12 project;

13 J. "development" means real property subject to a  
14 declaration that contains residential lots and common areas  
15 with respect to which any person, by virtue of ownership of a  
16 lot, is a member of an association and is obligated to pay  
17 assessments provided for in a declaration;

18 K. "development rights" means a right or  
19 combination of rights reserved by a declarant in a declaration  
20 to add lots to the development;

21 L. "disclosure certificate" or "disclosure  
22 statement" means:

23 (1) a statement disclosing the existence and  
24 terms of any right of first refusal or other restraint on the  
25 free alienability of the lot;

.192915.1

underscoring material = new  
[bracketed material] = delete

1 (2) a statement setting forth the amount of  
2 the monthly common expense assessment and any unpaid common  
3 expense or special assessment currently due and payable from  
4 the selling lot owner;

5 (3) a statement of any other fees payable by  
6 lot owners;

7 (4) a statement of any capital expenditures  
8 anticipated by the association and approved by the board for  
9 the current fiscal year and the two next succeeding fiscal  
10 years;

11 (5) a statement of the amount of any reserves  
12 for capital expenditures and of any portions of those reserves  
13 designated by the association for any approved projects;

14 (6) the most recent regularly prepared balance  
15 sheet and income and expense statement, if any, of the  
16 association;

17 (7) the current operating budget of the  
18 association;

19 (8) a statement of any unsatisfied judgments  
20 or pending suits against the association and the status of any  
21 pending suits material to the association of which the  
22 association has actual knowledge;

23 (9) a statement describing any insurance  
24 coverage provided for the benefit of lot owners and the board  
25 of the association;

.192915.1

underscoring material = new  
~~[bracketed material] = delete~~

1 (10) a statement of the remaining term of any  
2 leasehold estate affecting the association and the provisions  
3 governing any extension or renewal thereof; and

4 (11) the contact person and contact  
5 information for the association;

6 M. "homeowner association" means an incorporated or  
7 unincorporated entity upon which maintenance and operational  
8 responsibilities are imposed and to which authority is granted  
9 in the declaration;

10 N. "lot" means a parcel of land designated for  
11 separate ownership or occupancy shown on a recorded subdivision  
12 plat for a development or the boundaries of which are described  
13 in the declaration or in a recorded instrument referred to or  
14 expressly contemplated by the declaration, other than a common  
15 area;

16 O. "lot owner" means a person or group of persons  
17 holding title to a lot, including a declarant;

18 P. "master planned community" means a large-scale  
19 residential development that allows for a phasing of  
20 development that will take place over a long period of time,  
21 following comprehensive and coordinated planning review by a  
22 local government and approval of design and development  
23 standards beyond conventionally platted subdivisions; provided  
24 that additional design and development standards approved by  
25 the local government shall be included in a site plan, area

.192915.1

underscored material = new  
[bracketed material] = delete

1 plan or master plan as required by the local government  
2 approving the development; and

3 Q. "proxy" means a person authorized to act for  
4 another.

5 SECTION 3. CREATION OF A HOMEOWNER ASSOCIATION.--An  
6 association created after July 1, 2013 shall be organized as a  
7 nonprofit corporation in accordance with the laws of the state.  
8 The membership of the association shall consist exclusively of  
9 all lot owners in the development.

10 SECTION 4. POWERS AND DUTIES OF A HOMEOWNER ASSOCIATION.--

11 A. Subject to the provisions of the declaration and  
12 this section, the association may:

- 13 (1) adopt and amend bylaws and rules;  
14 (2) adopt and amend budgets for revenues,  
15 expenditures and reserves, and collect assessments for common  
16 expenses from lot owners;  
17 (3) hire and terminate the employment of  
18 managing agents and other employees, agents and independent  
19 contractors;  
20 (4) institute, defend or intervene in  
21 litigation or administrative proceedings, or engage in  
22 arbitration or mediation, in the association's own name on  
23 behalf of itself or two or more lot owners on matters affecting  
24 the development;  
25 (5) enter into contracts and incur

.192915.1

underscoring material = new  
~~[bracketed material] = delete~~

1 liabilities;

2 (6) regulate the use, maintenance, repair,  
3 replacement and modification of common areas; maintain  
4 easements and portions of rights of way; and make reasonable  
5 accommodations or permit reasonable modifications to be made to  
6 lots or common areas to accommodate lot owners, residents,  
7 tenants, employees and people with disabilities, as defined by  
8 prevailing federal, state or local statute, rule, code or  
9 ordinance;

10 (7) cause additional improvements to be made  
11 as a part of the common areas; provided that the association  
12 does not materially impair a lot owner's quiet enjoyment of the  
13 lot;

14 (8) by a vote of no less than a majority of  
15 lot owners, annex real property into the development;

16 (9) acquire, hold, encumber and convey in the  
17 association's name any right, title or interest to real or  
18 personal property other than common areas; provided that the  
19 association does not materially impair a lot owner's quiet  
20 enjoyment of the lot;

21 (10) grant easements, leases, licenses and  
22 concessions through or over the common areas; provided that the  
23 association does not materially impair a lot owner's quiet  
24 enjoyment of the lot;

25 (11) impose charges for late payment of

.192915.1

1 assessments and, after notice to the lot owner and an  
2 opportunity to be heard, levy fines for violations of the  
3 declaration, bylaws and rules of the association;

4 (12) suspend a lot owner's right to use common  
5 areas because of late payment or nonpayment of assessments,  
6 following notice to the lot owner and an opportunity to be  
7 heard;

8 (13) impose reasonable charges for preparation  
9 and recording of amendments to the declaration or preparation  
10 of a disclosure certificate as required by the Homeowner  
11 Association Act;

12 (14) provide for the indemnification of its  
13 officers and board and maintain directors' and officers'  
14 liability insurance;

15 (15) exercise any powers conferred by the  
16 declaration, the bylaws or the articles of incorporation; and

17 (16) assign the association's right to future  
18 income, including the right to receive common expense  
19 assessments. Reserve funds held for future major repairs and  
20 replacements of common areas shall not be assigned or pledged.

21 B. Except as provided by the declaration, the  
22 association shall be responsible for maintenance, repair and  
23 replacement of the common areas and any improvements thereon,  
24 and the lot owner shall be responsible for the maintenance,  
25 repair and replacement of the lot owner's lot and any



underscoring material = new  
~~[bracketed material] = delete~~

1 improvements thereon. A lot owner shall allow the association  
2 and other lot owners, and the association's and other lot  
3 owners' agents and employees, access through the lot owner's  
4 lot as is reasonably necessary for the maintenance, repair and  
5 replacement of the common areas and any improvements thereon.  
6 If damage is inflicted on the common areas or on any lot  
7 through which access is taken, the lot owner or the association  
8 responsible for the damage is liable for the prompt repair  
9 thereof.

10 C. The board shall not act contrary to or in  
11 violation of a provision of a building code, zoning,  
12 subdivision or other real estate use law, ordinance, rule or  
13 regulation governing the use of real estate.

14 D. The association shall have a lien on a lot for  
15 any assessment levied against that lot or for fines imposed  
16 against that lot's owner from the time the assessment or fine  
17 becomes due. If an assessment is payable in installments, the  
18 full amount of the assessment shall be a lien from the time the  
19 first installment becomes due. The association's lien may be  
20 foreclosed in like manner as a mortgage on real estate.

21 E. Recording the declaration constitutes notice  
22 recorded in the office of the county clerk in the county or  
23 counties in which any part of the real property is located and  
24 perfection of the lien.

25 F. Upon written request by a lot owner, the

.192915.1

underscoring material = new  
~~[bracketed material] = delete~~

1 association shall furnish a recordable statement setting forth  
2 the amount of unpaid assessments against the lot owner's lot.  
3 The statement shall be furnished within ten business days after  
4 receipt of the request and is binding on the association and  
5 the board.

6 SECTION 5. BOARD MEMBERS AND OFFICERS--DUTIES--REMOVAL--  
7 BUDGET.--

8 A. Except as provided in the community documents or  
9 other provisions of the Homeowner Association Act, the board  
10 acts on behalf of the association. In the performance of their  
11 duties, officers and members of the board shall exercise, if  
12 appointed by the declarant, the degree of care and loyalty  
13 required of a fiduciary of the lot owners and, if elected by  
14 the lot owners, ordinary and reasonable care.

15 B. The board shall not act on behalf of the  
16 association to amend the declaration, to terminate the planned  
17 community or to elect members of the board or determine the  
18 qualifications, powers and duties or terms of office of board  
19 members, but the board shall fill vacancies in its membership  
20 for the unexpired portion of any term.

21 C. Notwithstanding any provision of the community  
22 documents to the contrary, the lot owners, by a two-thirds'  
23 vote of all persons present and entitled to vote at any meeting  
24 of the lot owners at which a quorum is present, may remove any  
25 member of the board with or without cause other than a member

.192915.1

underscoring material = new  
~~[bracketed material] = delete~~

1 appointed by the declarant.

2 D. The board shall adopt a budget annually. Within  
3 thirty calendar days after adoption of any proposed budget for  
4 the association, the board shall provide a summary of the  
5 budget to all the lot owners or their duly elected  
6 representatives and shall set a date for a meeting of the lot  
7 owners or their duly elected representatives to consider  
8 ratification of the budget not less than fourteen nor more than  
9 thirty calendar days after mailing the summary. Unless at that  
10 meeting a majority of all the lot owners or their duly elected  
11 representatives or any larger vote specified in the declaration  
12 rejects the budget, the budget shall be ratified, whether or  
13 not a quorum is present. In the event the proposed budget is  
14 rejected, the periodic budget last ratified by the lot owners  
15 shall be continued until such time as the lot owners ratify a  
16 subsequent budget proposed by the board.

17 SECTION 6. DECLARANT CONTROL OF BOARD.--

18 A. Subject to the provisions of this section, the  
19 declaration may provide for a period of declarant control of  
20 the association, during which period a declarant, or persons  
21 designated by the declarant, may appoint and remove the  
22 officers and members of the board.

23 B. Regardless of the period provided in the  
24 declaration, the period of declarant control shall terminate no  
25 later than the earlier of:

.192915.1

underscoring material = new  
~~[bracketed material] = delete~~

1                   (1) sixty days after conveyance of seventy-  
2 five percent of the lots that may be added to the development  
3 to lot owners other than a declarant;

4                   (2) two years after all declarants have ceased  
5 to offer lots for sale in the ordinary course of business;

6                   (3) two years after a development right to add  
7 new lots was last exercised; or

8                   (4) the day that the declarant or the  
9 declarant's designee, after giving written notice to the  
10 association, records an instrument voluntarily terminating all  
11 rights to declarant control.

12                   C. Subsection B of this section does not apply to a  
13 master planned community.

14                   D. A declarant may voluntarily terminate the right  
15 to appoint and remove officers and members of the board before  
16 termination of the period of declarant control, but in that  
17 event, the declarant may require, for the duration of the  
18 period of declarant control, that specified actions of the  
19 association or board, as described in a recorded instrument  
20 executed by the declarant, be approved by the declarant or the  
21 declarant's designee before they become effective.

22                   E. Not later than sixty days after conveyance of  
23 twenty-five percent of the lots that may be added to the  
24 development to lot owners other than a declarant, at least one  
25 member and not less than twenty-five percent of the members of

.192915.1

underscored material = new  
[bracketed material] = delete

1 the board shall be elected by lot owners.

2 F. Not later than sixty days after conveyance of  
3 fifty percent of the lots that may be added to the development  
4 to lot owners other than the declarant, no less than thirty-  
5 three percent of the members of the board shall be elected by  
6 lot owners other than the declarant.

7 G. Not later than the termination of a period of  
8 declarant control, the lot owners shall elect a board of at  
9 least three members, at least a majority of whom shall be lot  
10 owners. The board shall elect the officers. The board members  
11 and officers shall take office upon election.

12 H. No amendment to the declaration that would  
13 limit, prohibit or eliminate the exercise of a development  
14 right shall be effective without the concurrence of the  
15 declarant.

16 I. A declarant shall not utilize cumulative or  
17 class voting for the purpose of evading any limitation imposed  
18 on declarants by the Homeowner Association Act, nor shall lots  
19 constitute a class because they are owned by a declarant.

20 **SECTION 7. PROXY AND ABSENTEE VOTING--BALLOT COUNTING.--**

21 A. The association shall provide for votes to be  
22 cast in person, by absentee ballot or by proxy and may provide  
23 for voting by some other form of delivery.

24 B. Vote by proxy is allowed for lot owner meetings.  
25 The proxy vote shall:

.192915.1

1                   (1) be dated and executed by a lot owner, but  
2 if a lot is owned by more than one person, each owner of the  
3 lot may vote or register protest to the casting of votes by the  
4 other owners of the lot through a duly executed proxy, but in  
5 no case shall the total vote cast be more than that allocated  
6 to the lot under the declaration;

7                   (2) allow for revocation if notice of  
8 revocation is provided to the person presiding over a lot owner  
9 meeting; and

10                   (3) be valid only for the meeting at which it  
11 is cast.

12                   C. If proxy voting is utilized at a lot owner  
13 meeting, a person shall not pay a company or person to collect  
14 proxy votes.

15                   D. Where directors or officers are to be elected by  
16 members, the bylaws may provide that such elections may be  
17 conducted by mail.

18                   E. Votes cast by proxy and by absentee ballot are  
19 valid for the purpose of establishing a quorum.

20                   F. Ballots, if used, shall be counted by a neutral  
21 third party or by a committee of volunteers. The volunteers  
22 shall be selected or appointed at an open meeting, in a fair  
23 manner, by the chair of the board or another person presiding  
24 during that portion of the meeting. The volunteers shall not  
25 be board members and, in the case of a contested election for a

underscoring material = new  
~~[bracketed material] = delete~~

1 board position, shall not be candidates.

2 SECTION 8. RECORD DISCLOSURE TO MEMBERS--UPDATED  
3 INFORMATION.--

4 A. All financial and other records of the  
5 association shall be made available for examination by a lot  
6 owner within ten business days of the request.

7 B. The association shall not charge a fee for  
8 making financial and other records available for review. The  
9 association may charge a reasonable fee for copies.

10 C. As used in this section, "financial and other  
11 records" includes:

12 (1) the declaration of the association;  
13 (2) the name, address and telephone number of  
14 the association's designated agent;

15 (3) the bylaws of the association;

16 (4) the names of all association members;

17 (5) minutes of all meetings of the  
18 association's lot owners and board for the previous five years,  
19 other than executive sessions, and records of all actions taken  
20 by a committee in place of the board or on behalf of the  
21 association for the previous five years;

22 (6) the operating budget for the current  
23 fiscal year;

24 (7) current assessments, including both  
25 regular and special assessments;

.192915.1

underscoring material = new  
~~[bracketed material] = delete~~

1 (8) financial statements and accounts,  
2 including amounts held in reserve;

3 (9) the most recent financial audit or review,  
4 if any;

5 (10) all current contracts entered into by the  
6 association or the board on behalf of the association; and

7 (11) current insurance policies, including  
8 company names, policy limits, deductibles, additional named  
9 insureds and expiration dates for property, general liability  
10 and association director and officer professional liability,  
11 and fidelity policies.

12 SECTION 9. FINANCIAL AUDIT.--

13 A. Unless any provision in the community documents  
14 requires an annual audit by a certified public accountant, the  
15 board of directors of an association managing a master planned  
16 community or a development consisting of one hundred or more  
17 lots shall provide for an annual financial audit, review or  
18 compilation of the association. The audit, review or  
19 compilation shall be completed no later than one hundred eighty  
20 days after the end of the association's fiscal year and shall  
21 be made available upon request to the members within thirty  
22 days after its completion.

23 B. Unless otherwise provided in the community  
24 documents, in an association managing a development consisting  
25 of fewer than one hundred lots, upon a majority vote of all of

.192915.1



underscoring material = new  
~~[bracketed material] = delete~~

1 the lot owners, the board shall provide for a financial audit,  
2 review or compilation of the association's records and shall  
3 provide that the cost thereof be assessed as a common expense.  
4 The audit, review or compilation shall be made available to lot  
5 owners within thirty calendar days of its completion.

6 SECTION 10. RECORDING OR FILING OF HOMEOWNER ASSOCIATION  
7 NOTICE AND DECLARATION.--

8 A. An association organized after July 1, 2013  
9 shall record a "Notice of Homeowner Association" in the office  
10 of the county clerk of the county or counties in which the real  
11 property affected thereby is situated no later than thirty days  
12 after the date on which the association's articles of  
13 incorporation, if filed, are filed with the public regulation  
14 commission.

15 B. An association organized prior to July 1, 2013  
16 shall, before June 30, 2014, record a "Notice of Homeowner  
17 Association" in the office of the county clerk of the county or  
18 counties in which the development is situated.

19 C. A "Notice of Homeowner Association" pursuant to  
20 Subsection A or B of this section shall fully and accurately  
21 disclose the name and address of the association and any  
22 management company charged with preparation of a disclosure  
23 certificate and shall contain the recording data for the  
24 subdivision plat and the declaration governing the lots within  
25 the development. A "Notice of Homeowner Association" pursuant

.192915.1

underscoring material = new  
~~[bracketed material] = delete~~

1 to Subsection A of this section shall also include the public  
2 regulation commission number, if any, of the association.

3 D. If an association fails to record a "Notice of  
4 Homeowner Association" pursuant to this section, the  
5 association shall forfeit any authority to charge an  
6 assessment, levy a fine for late payment of an assessment or  
7 enforce a lien for nonpayment of an assessment until the  
8 "Notice of Homeowner Association" is recorded.

9 SECTION 11. CONTRACT DISCLOSURE STATEMENT OR DISCLOSURE  
10 CERTIFICATE--RIGHT OF CANCELLATION OF PURCHASE CONTRACT.--

11 A. Except as provided in Section 12 of the  
12 Homeowner Association Act, a person selling a lot that is  
13 subject to an association shall provide in writing a disclosure  
14 certificate that states that the lot is located within a  
15 development that is subject to an association. If the lot is  
16 located within a development that is subject to an association  
17 and the association is subject to the Homeowner Association  
18 Act:

19 (1) a seller shall obtain a disclosure  
20 certificate from the association and provide it to the  
21 purchaser no later than seven days before closing;

22 (2) a purchaser has the right to cancel the  
23 purchase contract within seven days after receiving the  
24 disclosure certificate; and

25 (3) the right to receive the disclosure

underscoring material = new  
~~[bracketed material] = delete~~

1 certificate and the right to cancel the purchase contract are  
2 waived conclusively if not exercised before closing.

3 B. If the disclosure certificate pursuant to  
4 Subsection A of this section is not furnished to the purchaser,  
5 the purchaser's sole remedy is to cancel the contract prior to  
6 closing.

7 SECTION 12. SALE OF LOTS--DISCLOSURE CERTIFICATE.--

8 A. Unless exempt pursuant to Subsection F of this  
9 section, prior to closing, a lot owner shall furnish to a  
10 purchaser copies of:

11 (1) the declaration of the association, other  
12 than the plats and plans;

13 (2) the bylaws of the association;

14 (3) any covenants, conditions and restrictions  
15 applicable to the lot;

16 (4) the rules of the association; and

17 (5) a disclosure certificate from the  
18 association.

19 B. Within ten business days after receipt of a  
20 written request from a lot owner, the association shall furnish  
21 a disclosure certificate containing the information necessary  
22 to enable the lot owner to comply with the provisions of this  
23 section. A lot owner providing a disclosure certificate  
24 pursuant to Subsection A of this section shall not be liable to  
25 the purchaser for any erroneous information provided by the

.192915.1

underscoring material = new  
~~[bracketed material] = delete~~

1 association and included in the disclosure certificate.

2 C. A purchaser shall not be liable for any unpaid  
3 assessment or fee greater than the amount, prorated to the date  
4 of closing, set forth in the disclosure certificate prepared by  
5 the association.

6 D. A lot owner shall not be liable to a purchaser  
7 for the failure or delay of the association to provide the  
8 disclosure certificate in a timely manner.

9 E. The information contained in the disclosure  
10 certificate shall be current as of the date on which the  
11 disclosure certificate is furnished to the lot owner by the  
12 association.

13 F. A disclosure certificate shall not be required  
14 in the case of a disposition:

- 15 (1) pursuant to court order;
- 16 (2) by a government or governmental agency;
- 17 (3) by foreclosure or deed in lieu of  
18 foreclosure; or

19 (4) that may be canceled at any time and for  
20 any reason by the purchaser without penalty.

21 G. An association may impose reasonable charges for  
22 preparation of a disclosure certificate as required by the  
23 Homeowner Association Act.

24 SECTION 13. PURCHASER'S CANCELLATION OF A PURCHASE  
25 CONTRACT.--

.192915.1

underscored material = new  
[bracketed material] = delete

1           A. If a purchaser elects to cancel a purchase  
2 pursuant to Section 11 of the Homeowner Association Act, the  
3 purchaser may do so by hand delivering notice of the  
4 cancellation to the lot owner or by mailing notice of  
5 cancellation, by prepaid United States mail, to the lot owner,  
6 or to the lot owner's agent for service of process.  
7 Cancellation shall be without penalty, and all payments made by  
8 the purchaser before cancellation shall be refunded within  
9 fifteen days.

10           B. The purchaser's right to cancel the purchase  
11 contract shall be the purchaser's sole remedy.

12           **SECTION 14. APPLICABILITY.--**

13           A. The Homeowner Association Act shall apply to all  
14 associations created within this state on or after July 1,  
15 2013.

16           B. Sections 8 and 10 through 13 of the Homeowner  
17 Association Act shall apply to associations created before July  
18 1, 2013 only with respect to events and circumstances occurring  
19 after July 1, 2013. The Homeowner Association Act does not  
20 invalidate existing provisions of the articles of  
21 incorporation, declaration, bylaws or rules of an association  
22 created before July 1, 2013.

23           C. The Homeowner Association Act shall not apply to  
24 a condominium governed by the Condominium Act.

25           **SECTION 15. EFFECTIVE DATE.--**The effective date of the  
.192915.1

underscoring material = new  
[bracketed material] = delete

1 provisions of this act is July 1, 2013.

2 - 22 -

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

.192915.1