

**PROPOSED REGULATION OF THE
MANUFACTURED HOUSING DIVISION OF
THE DEPARTMENT OF BUSINESS AND INDUSTRY**

(Note that Section 43 of this regulation has been moved to R076-06)

EXPLANATION – Matter in *italics* is new; matter in brackets ~~[omitted material]~~ is material to be omitted.

AUTHORITY for Chapter 489 (sections 1-36): NRS 489.231, NRS 489.235, NRS 489.241, NRS 489.251, NRS 489.261, NRS 489.272, NRS 389.281, NRS 489.285, NRS 489.323, NRS 489.325, NRS 489.336, NRS 489.481, NRS 489.591, NRS 489.597, NRS 489.7152, NRS 489.7154. Also 2005 AB114, AB343, AB427, AB437, SB381

AUTHORITY for Chapter 461 (sections 37-46): NRS 461.170, NRS 461.180, NRS 461.190, NRS 461.240

AUTHORITY for Chapter 461A(section 47): NRS 461A.090

Section 1. Chapter 489 of NAC is hereby amended to read as follows:

NAC 489.040 “Branch office” defined. (NRS 489.231) “Branch office” means an established place of business of a licensed mobile home or commercial coach dealer, manufacturer, ~~[rebuilder, serviceman or installer]~~ *general serviceman or specialty serviceman* at which he conducts business simultaneously with and physically separated from his principal established place of business.

Sec 2. Chapter 489 of NAC is hereby amended by adding thereto a new section to read as follows:

“Technical codes” defined. (NRS 489.231). “Technical Codes” means the codes adopted by NAC 461.175 and NAC 461.176.

Sec 3. Chapter 489 of NAC is hereby amended by adding thereto a new section to read as follows:

“Third Party” defined (NRS 489.231). “Third Party” means a company or person that is in the business of doing plan reviews or inspections for manufacturers, that is not affiliated with the manufacturer or a company that supplies any other service or product to the industry and that is approved by the Division.

Sec 4. Chapter 489 of NAC is hereby amended to read as follows:

NAC 489.175 Adoption by reference of standards *for commercial coaches and accessory structures.* (NRS 489.231, 489.241). *The Division hereby adopts by reference:*

~~[1.The National Fire Protection Association Standards 501-B (1977), and each subsequent edition, is adopted for mobile homes only [and commercial coaches], except where those standards would conflict with federal mobile home safety and construction standards. These~~

~~standards may be purchased for \$3.75 each from the National Fire Protection Association, 470 Atlantic Avenue, Boston, MA 02210.~~

~~2—As used in this section, subsequent edition means an edition which has been filed with the Secretary of State and is available for inspection at the office of the Division.]~~

1. The 2003 International Building Code published by the International Code Council with the following exceptions:

(a) References to the International Plumbing Code are replaced with references to the 2003 Uniform Plumbing Code; and

(b) References to the International Electrical Code are replaced with references to the 2002 National Electrical Code.

(c) References to the International Mechanical Code are replaced with references to the 2003 Uniform Mechanical Code.

This code may be obtained from the International Code Council, 5203 Leesburg Pike, Suite 600, Falls Church, Virginia 22041-3401, or at the Internet address <http://www.iccsafe.org/>, at a price of \$65 for members and \$86 for nonmembers.

2. The 2003 International Residential Code published by the International Code Council with the following exceptions:

(a) References to the International Plumbing Code are replaced with references to the 2003 Uniform Plumbing Code; and

(b) References to the International Electrical Code are replaced with references to the 2002 National Electrical Code.

(c) References to the International Mechanical Code are replaced with references to the 2003 Uniform Mechanical Code.

This code may be obtained from the International Code Council, 5203 Leesburg Pike, Suite 600, Falls Church, Virginia 22041-3401, or at the Internet address <http://www.iccsafe.org/>, at a price of \$45 for members and \$60 for nonmembers.

3. The 2002 National Electrical Code published by the National Fire Protection Association. This code may be obtained from the National Fire Protections Association, 11 Tracy Drive, Avon, Massachusetts 02322, or at the Internet address <http://www.nfpa.org>, at a price of \$67.50 for members and \$75 for nonmembers.

4. The 2003 Uniform Plumbing Code published by the International Association of Plumbing and Mechanical Officials. This code may be obtained from the International Association of Plumbing and Mechanical Officials, 5001 East Philadelphia Street, Ontario, California 91761-2816, or at the Internet Address <http://www.iapmo.org/>, at a price of \$64 for members and \$89 for nonmembers.

5. The 2003 Uniform Mechanical Code published by the International Association of Plumbing and Mechanical Officials. This code may be obtained from the International Association of Plumbing and Mechanical Officials, 5001 East Philadelphia Street, Ontario, California 91761-2816, or at the Internet Address <http://www.iapmo.org/>, at a price of \$64 for members and \$89 for nonmembers.

6. The Americans with Disabilities Act published by the United States Department of Justice. This publication may be obtained from the Office of Americans with Disabilities Act Civil Rights Division, United States Department of Justice, Washington, D.C. 20530, free of charge.

7 NFPA 101: Life Safety Code, 2003 Edition, published by the National Fire Protection Association. The code may be obtained from the National Fire Protection Association, 11

Tracy Drive, Avon, Massachusetts 02322, or at the Internet address <http://222.nfpa.org/>, at a price of \$55.80 for members and \$62 for nonmembers.

8. The 2003 International Energy Conservation Code published by the International Code Council. This code may be obtained from the International Code Council, 5203 Leesburg Pike, Suite 600, Falls Church, Virginia 22041-3401, or at the Internet address <http://www.iccsafe.org>, at a price of \$22 for members and \$29 for nonmembers.

Sec 5. Chapter 489 of NAC is hereby amended by adding thereto a new section to read as follows:

Adoption by reference of standards for mobile homes. (NRS 489.231, 489.241). The Division hereby adopts by reference the National Fire Protection Association Standards 501-B (1977) for mobile homes except where those standards would conflict with federal mobile home safety and construction standards. These standards may be purchased for \$3.75 each from the National Fire Protection Association, 470 Atlantic Avenue, Boston, MA 02210.

Sec 6. Chapter 489 of NAC is hereby amended by adding thereto a new section to read as follows:

Approval of systems of construction and plans for commercial coach manufacturers; enforcement of commercial coach inspection, contracts and plan reviews. (NRS 489.231, NRS 489.241, NRS 489.251, NRS 489.301)

A manufacturer of commercial coaches shall be subject to the same procedures as manufacturers of factory-built housing as provided for in NAC 461.100, NAC 461.110, NAC 461.120, NAC 461.130 through NAC 461.200, NAC 461.300 through NAC 461.380.

Sec 7. Chapter 489 of NAC is hereby amended by adding thereto a new section to read as follows:

Contracts for sale and listing of manufactured home, mobile home or commercial coach. (NRS 489.231, NRS 489.7152, NRS 489.7154, 2005 AB427 sec 33). All sales and listing agreements executed by a dealer must be on the forms prescribed by the Division. The Division shall mail to all licensed dealers notices of any and all changes to the prescribed forms in the future if and when changes are made.

Sec 8. NAC 489.230, 489.232 and 489.234 are hereby repealed.

~~[NAC 489.230 Contract for sale of new manufactured home, mobile home or commercial coach. (NRS 489.231, 489.7152, 489.7154)]~~

~~— 1. The following form of contract for the sale of a new manufactured home, mobile home or commercial coach must be used in the sale of any new manufactured home, mobile home or commercial coach. A formatted copy of this form is available, free of charge, by contacting the Division at 2501 East Sahara Avenue, Suite 204, Las Vegas, Nevada 89104, telephone number 702.486.4135.~~

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~~DEALER INFO MUST
BE INSERTED HERE~~

~~July 2004 Manufactured Housing Division of
the Department of Business and Industry~~

~~Purchase Contract NEW Homes~~

-
This is a legal and binding Contract; if you do
not
understand it, you should contact an Attorney
-

Page 1 of 6, Plus Applicable Supplements

e-WITH LAND e-WITHOUT LAND		PHONE		DATE	
BUYER					
ADDRESS				SALESPERSON	
DELIVERY ADDRESS					
MANUFACTURER	SERIAL #	SIZE	YEAR BUILT	BEDROOMS	BATHS
-					
-		-			-
NOTES AND CONDITIONS ADDITIONAL CHARGES AND SUPPLEMENTS A, B, C AND D ARE REFERENCED BELOW, IF APPLICABLE:		-			\$ PRICE
-		BASE PRICE OF HOME (DRS)			-
-		-			COSTS
-		-			
-		-			
-		-			
-		MISCELLANEOUS TAXABLE PAGE 6	-		
-		DOCUMENT FEES	-		
-		SUBTOTAL for taxable	-		
-		SALES TAX	-		
-		NONTAXABLE ITEMS PAGE 6	-		
-		FEES AND INSURANCE	-		
-		1. CASH PRICE			-
-		-			CREDITS
-		NET TRADE PAGE 6	-		
-		NET ALLOWANCE	-		
-		EARNEST DEPOSIT	-		
-		CASH AS AGREED	-		
-		2. LESS TOTAL CREDITS			
-		-			-
-		-			-

-	3. UNPAID BALANCE	-
	DUE ON OR BEFORE CLOSING	
<p>This contract contains the entire agreement between Dealer and Buyer, and no other representation or inducement has been made that is not contained in this contract. By signing each page of this contract, Buyer confirms he has reviewed ALL SIX (6) PAGES, PLUS APPLICABLE SUPPLEMENTS, of this purchase contract and has obtained any legal, tax or other professional advice Buyer may desire. Buyer and Dealer agree that each portion of this contract is independent of any other portion and that if any portion of this contract is found to violate the law or to be unenforceable, the remainder of this contract is valid.</p> <p>DO NOT SIGN THIS AGREEMENT IF IT CONTAINS BLANK SPACES. DEALER MUST PROVIDE A SIGNED COPY OF THIS CONTRACT TO BUYER AT TIME OF SIGNING BY BUYER AND DEALER.</p>		
-	<p>LICENSEE _____ DATE _____</p>	
-	<p>BUYER _____ SSN _____ DATE _____</p>	
-	<p>BUYER _____ SSN _____ DATE _____</p>	

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~~Page 2 of 6, Plus Applicable Supplements~~

~~CHANGE ORDERS: Any change orders relating to the construction of the premises must be the subject of a separate written agreement between Buyer and Dealer.~~

~~BUYER'S SELECTION: Within _____ days after execution of this contract, Buyer must finalize selection of flooring, draperies, cabinetry, countertops and all other selections necessary or appropriate to complete construction, from color and material samples provided by Dealer, and communicate all Buyer's selections to Dealer within _____ calendar days after Dealer's acceptance of this contract or _____ calendar days after Buyer's receipt of samples. Buyer's selections are final and binding. If Buyer has not made selections within the period allowed, Buyer authorizes Dealer, at Dealer's discretion, to make such color and material selections for Buyer and Buyer agrees, understands and accepts that in such case, Dealer's selections are binding upon Buyer. Alternatively, Buyer may select certain color schemes, upgrades and~~

~~appliances not included among the standard selections provided by Dealer, which are known as “cash extras.” If this transaction fails to close for any reason (including, without limitation, the failure of Buyer to obtain a loan, if applicable, or to satisfy any other contingencies), other than a default by Dealer, all amounts paid to Dealer by Buyer for cash extras will be nonrefundable and Buyer will have no claim or right thereto. Buyer will be liable to promptly reimburse Dealer any sums advanced on Buyer’s behalf.~~

~~-~~
~~BUYER’S WALK THROUGH: Before possession, Buyer and Dealer, or their agents, shall inspect the home and complete the “Walk-Through Checklist” form. Upon conclusion of this inspection and within 30 days after possession, Buyer will notify Dealer in writing of any claim by Buyer for any deficiencies in workmanship or materials and any cosmetic items (such as drywall cracking, scratches, chips, dents, etc.) that need to be corrected. Buyer understands that Dealer cannot be held responsible for minor drywall cracking due to the settling of the soil or home. Dealer shall correct, either directly or indirectly, within a reasonable period, any items noted by Buyer that are, in the good faith judgment of Dealer, deficient in workmanship or materials according to the standard in the industry or the requirements of the Manufactured Housing Division of the Department of Business and Industry.~~

~~-~~
~~CLOSING DATE OF LOAN: If Buyer is obtaining a loan, Buyer shall comply with all terms and conditions of such loan, including payment of all closing costs, and Buyer shall close escrow on the loan within three (3) days after completion of the premises. Buyer and Dealer hereby agree that escrow on the loan is closed when the lien documents are recorded.~~

~~-~~
~~CLOSING DATE OF CONSTRUCTION LOAN: If Buyer is obtaining a construction loan, Buyer shall comply with all terms and conditions of such construction loan, including payment of all closing costs, and Buyer shall close escrow on the construction loan before Dealer becomes obligated to commence construction. Buyer and Seller hereby agree that escrow on the construction loan is closed when the mortgage lien documents are recorded.~~

~~-~~
~~OWNERSHIP: Buyer understands that Buyer is not the legal owner of the home until closing. Buyer shall not enter the premises or allow any other person to enter the premises at any time before the close of escrow. Buyer shall indemnify and hold Dealer and subcontractors harmless for any and all injuries or damages resulting from entry on the premises by Buyer or Buyer’s representatives and guests.~~

~~-~~
~~POSSESSION AND KEYS: Possession and occupancy will be delivered to Buyer upon completion of construction and final funding of Buyer’s loan. Dealer shall provide keys and/or a means to operate all locks. The estimated occupancy date is _____.~~

~~-~~
~~BUYER AND DEALER COOPERATION: After closing and throughout the warranty period, Buyer and Dealer agree to cooperate in scheduling appointments and making the home accessible to contractors during regular business hours (8 a.m. to 5 p.m., Monday through Friday). Unless otherwise required by law, Dealer has no obligation to correct any item not caused by deficient workmanship or materials. Buyer understands that Dealer may encounter delays correcting certain deficiencies because the primary responsibility for correcting deficiencies may be that of the manufacturer, a subcontractor or a supplier whose time schedule~~

~~is not controlled by Dealer. Dealer's obligation to correct any deficiencies noted by Buyer will not delay the closing of the transaction or demand any conditions upon the closing not specified in this contract.~~

~~SPECIFICATIONS OF THE HOME: Buyer understands that, because of changes in specifications, unavailability of materials, model year changes, etc., the home as delivered may not be exactly the same as any model home or as in any sales literature Buyer may have previously seen. The manufacturer has the right, without notification, to substitute any materials or fixtures specified with those of comparable or of better quality. The manufacturer must comply with the factory order sheet signed by Buyer, which is hereby made a part of this contract.~~

~~Date _____~~

~~Buyer _____ Buyer _____~~

~~Licensee _____ Dealer's # _____~~

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~~July 2004 Manufactured Housing Division of
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~~Purchase Contract NEW Homes~~

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~~Page 3 of 6, Plus Applicable Supplements~~

HOME WARRANTY AND ARBITRATION AGREEMENT
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~~MANUFACTURER'S WARRANTIES: Buyer understands that the manufacturer of the home purchased or any appliance(s) or component(s) may have provided written warranties covering the home, appliance or component. Dealer will give Buyer copies of any and all written warranties supplied by a manufacturer. Delivery by Dealer to Buyer of the warranties by a manufacturer covering the home purchased or any appliance(s) or component(s) does not mean that Dealer adopts the warranties of any such manufacturer. Buyer acknowledges that the express warranties made by a manufacturer have not been made by Dealer even if the warranties indicate that Dealer has made them or that Dealer has made some other express warranty. Dealer is not an agent of the manufacturer for warranty purposes even if Dealer completes, or attempts to complete, repairs for the manufacturer.~~

~~EXCLUSION OF WARRANTIES: Buyer understands that the implied warranties of merchantability and fitness for a particular purpose and all other warranties, expressed or implied, are excluded by Dealer from this transaction and will not apply to the home purchased.~~

~~Buyer understands that Dealer makes no warranties whatsoever regarding the home or any appliance or component contained therein, except as may be required under applicable state law.~~

~~-~~

~~LIMITATIONS ON DAMAGES: If the manufacturer's warranty is limited to repair or replacement and such warranty fails because an attempt at repair is not completed within a reasonable time or the manufacturer has gone out of business, Buyer agrees that, if Buyer is entitled to any damages at all against Dealer, Buyer's damages are limited to the lesser of either the cost of needed repairs or reduction in the market value of the home caused by the lack of repairs. In any case, Dealer will not be required to pay Buyer any incidental or consequential damages. Buyer also agrees that once Buyer has accepted the home, even though the manufacturer's warranty does not accomplish its purpose, Buyer cannot return the home to Dealer and seek a refund for any reason.~~

~~-~~

~~Buyer agrees that Buyer's home comes with a warranty provided by the manufacturer of the home. Buyer agrees to read this warranty. All appliances are covered under separate warranty. The Manufactured Housing Division of the Department of Business and Industry provides a "Manufactured Housing Homeowner Information Bulletin" that outlines the State's assistance in handling warranty claims should any arise. Buyer agrees to read and sign this form. Dealer warrants the leveling of the home upon initial installation only. It is Buyer's responsibility to maintain the leveling of the home.~~

~~-~~

~~In addition to seeking assistance from the Manufactured Housing Division, Buyer further agrees, covenants and consents that any and all controversies arising out of or in any way relating to this contract may be settled by arbitration in accordance with the applicable rules of the American Arbitration Association then in effect. A judgment upon the award rendered by the arbitrators may be entered in, and be enforceable by, any court of competent jurisdiction.~~

~~-~~

~~If arbitration is used, it is further provided that all parties to this contract hereby covenant and agree that each of them shall submit to, and be bound by, the decision of the arbitrator appointed by the applicable national panel of arbitrators in accordance with the rules for appointment of such panels by the American Arbitration Association. In accordance with the rules and provisions of the American Arbitration Association, all parties hereto specifically agree that all arbitration proceedings arising hereunder will be held in _____ County. All costs relating to arbitration are to be shared equally by all parties.~~

~~-~~

~~Date _____~~

~~-~~

~~Buyer _____ Buyer _____~~

~~-~~

~~Licensee _____ Dealer's # _____~~

~~-~~

~~-~~

**DEALER INFO MUST
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Purchase Contract NEW Homes

-
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-

Page 4 of 6, Plus Applicable Supplements
-

RECEIPT FOR EARNEST DEPOSIT

-
Received by _____ Date _____

Dealer

-
Print name(s) as it/they should appear on title:
-

-

-

-
EARNEST DEPOSIT: Upon acceptance of this contract by Dealer, Dealer shall deposit Buyer's money into a trust account. Unless otherwise provided in this contract, all deposited money is considered a part of the purchase price. Buyer agrees that, if Buyer breaches this contract, any deposited money may be subject to forfeiture. In the event any check is dishonored for any reason, Dealer may, at his option, be immediately released from any further obligation under this contract.

Amount of deposit: \$ _____ Dealer's Receipt #

-

-
Form of deposit: ☐ Personal check ☐ Cash: \$ _____ ☐ Other: \$

-

-
Received by _____

Licensee's Name Licensee's Signature Date
-

Dealer Name Dealer's License #
-

CASH SALE: If Buyer is paying in cash for this transaction, all money must be deposited with Dealer before delivery.
-

Buyer Date Buyer Date
-

Buyer Date Buyer Date
-
-

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~~Page 5 of 6, Plus Applicable Supplements~~

REMEDIES

~~DEFAULT AND REMEDIES: If either party defaults in any respect on any material obligation under this contract, the nondefaulting party may elect to be released from all obligations under this contract by cancelling the contract. The nondefaulting party may thereafter proceed against the party in default upon any claim or remedy which the nondefaulting party may have in law or equity. In the event of Buyer's default, the amount of the earnest deposit, not to exceed the actual costs expended by Dealer, may be forfeited, at Dealer's option, as Dealer's sole right to damages.~~

~~ATTORNEY'S FEES: In any action, proceeding or arbitration arising out of this contract, the prevailing party, on trial and on appeal, will be entitled to receive reasonable attorney's fees and any other related expenses as awarded by the court.~~

~~TIME: Time is of the essence in the performance of obligations contained in this contract.~~

~~NEVADA LAW: Nevada law governs this contract.~~

INSURANCE

CUSTOMER MAY CHOOSE THE AGENT AND COMPANY FROM WHICH INSURANCE IS TO BE OBTAINED

INSURANCE COVERAGE NO COVERAGE EXCEPT AS SHOWN BELOW	TERM _____ Months	- \$
-c FIRE AND THEFT—CAP	-	-
-c FIRE AND THEFT—COMPREHENSIVE	-	-
-c PERSONAL EFFECTS	-	-
-c MANUFACTURED HOMEOWNER	-	-

e OTHER INSURANCE (describe)	-
-	-
TOTAL PREMIUM for insurance coverage on the commodity if obtained from or through Dealer	- \$

~~Date _____~~

~~Buyer _____ Buyer _____~~

~~Licensee _____ Dealer's # _____~~

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~~Page 6 of 6, Plus Applicable Supplements~~

TRADE-IN INFO, IF APPLICABLE	TRADE ALLOWANCE	\$
TITLE #	LESS LOAN BALANCE	\$
SERIAL #	NET TRADE ALLOWANCE TO PAGE 1	\$
YEAR BUILT	MANUFACTURER	

~~IMPROVEMENTS CONTRACTED FOR BY DEALER (See page 1)~~

~~A dealer of new manufactured homes must be licensed pursuant to Chapter 624 of NRS (Contractors) to contract site development and is responsible for workmanship and completion of work performed by his subcontractors. PURSUANT TO CHAPTER 489 OF NRS, THE DEALER IS PROHIBITED FROM REQUIRING BUYER TO OBTAIN SERVICES PERTINENT TO SITE DEVELOPMENT FROM A SPECIFIC PROVIDER OF SERVICES, INCLUDING THE DEALER.~~

A. Skirting	\$	F. Patios	\$	M. Concrete Work	\$
B. Site Prep	\$	G. Gas	\$	N. Installation	\$
C. Compaction	\$	H. Electric	\$	O. Landscaping	\$
D. Termite Test	\$	I. Water	\$	P. Awnings	\$

E. Land Cost	\$	J. Septic Tank	\$	Q. Electric Pedestal	\$
* Impact Fees	\$	K. Well	\$	R. TV/Phone Jacks	\$
* Points in \$	\$	L. Utility Fees	\$	S. Walls/Fencing	\$
* Closing Fees \$	\$	-	-	-	-

~~TOTAL IMPROVEMENTS (Transfer to Page 1) \$ _____~~

MISCELLANEOUS ITEMS OR SERVICES	NONTAXABLE \$	TAXABLE \$
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
MISCELLANEOUS TOTAL (Transfer to page 1)	-	-

~~Date _____~~

~~Buyer _____ Buyer _____~~

~~Dealer _____ Dealer's # _____~~

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~~SUPPLEMENT A~~

~~BUYER'S FINANCING REQUEST: NO DEALER LIABILITY~~

~~BUYER REQUESTS THAT THE FOLLOWING CONTRACT ITEMS BE INCLUDED IN THE LOAN AMOUNT, SOLELY FOR PURPOSES OF ASSISTING BUYER WITH FINANCING, WITHOUT LIABILITY TO DEALER. Buyer will SEPARATELY CONTRACT for these items and will look ONLY to the contractor with regard to these items. Buyer agrees to hire only CONTRACTORS LICENSED AND BONDED by the proper licensing authority. BUYER MUST OBTAIN LAND COST FROM OWNER OR LICENSED REALTOR.~~

A. Skirting	\$	F. Patios	\$	M. Concrete Work	\$
B. Site Prep	\$	G. Gas	\$	N. Installation	\$
C. Compaction	\$	H. Electric	\$	O. Landscaping	\$
D. Termite Test	\$	I. Water	\$	P. Awnings	\$
E. Land Cost	\$	J. Septic Tank	\$	Q. Electric Pedestal	\$
* Impact Fees	\$	K. Well	\$	R. TV/Phone Jacks	\$
* Points in \$	\$	L. Utility Fees	\$	S. Walls/Fencing	\$
* Closing Fees \$	\$	-	-	-	-

~~TOTAL FINANCING REQUESTED \$ _____~~

~~CONSTRUCTION AND COMPLETION~~

~~IF IMPROVEMENTS CONTRACTED FOR BY DEALER: See Page 6~~

~~CHANGE ORDERS: Any change order relating to the land development and accessories must be contained within a separate written agreement between Buyer and his contractor if Buyer uses a contractor other than Dealer.~~

~~Buyer agrees to have this work completed before (date) _____. Buyer understands that Dealer will incur additional costs if completion of any phase is delayed. Therefore, Buyer agrees to pay a LATE CHARGE OF \$ _____ PER DAY until work is completed. Buyer's time and his contractor's time to complete any improvements will be extended automatically for the length of any delays resulting from matters outside of Buyer's control that make timely completion impossible, including, without limitation, labor strikes, slowdowns, lockouts, material or labor shortages, any action of the federal, state or local authorities having jurisdiction over the premises which may affect Dealer's ability to perform, civil disorder, fire, unusual weather conditions or any acts of God. Buyer must notify Dealer of any such delay within 24 hours before Dealer is to arrive to begin work.~~

~~SITE IMPROVEMENT: The construction of the site improvements must be completed in compliance with the plans and specifications in any addendum referenced and the applicable governmental regulations.~~

~~CONSTRUCTION SCHEDULE: Dealer makes no representation as to the specific completion date or schedule of construction other than as set forth herein. The time by which the premises~~

~~must be completed may be extended by written agreement of Dealer and Buyer and will be extended automatically for the length of any delays resulting from matters outside Dealer's control that make timely completion impossible, including, without limitation, labor strikes, slowdowns, lockouts, material or labor shortages, any action of the federal, state or local authorities having jurisdiction over the premises which may affect Dealer's ability to perform, civil disorder, fire, unusual weather conditions or any acts of God.~~

~~-~~
Date _____

~~-~~
Buyer _____ Buyer _____

~~-~~
Licensee _____ Dealer's # _____

~~-~~
DEALER INFO MUST
BE INSERTED HERE

~~-~~
July 2004 Manufactured Housing Division of
the Department of Business and Industry

~~-~~
Purchase Contract NEW Homes

~~-~~
This is a legal and binding Contract; if you do not
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~~-~~
SUPPLEMENT B

~~FINANCING OPTIONS - CUSTOMER MAY SELECT LENDER OF CHOICE~~

~~RELEASE OF DEALER: Any loan described in this contract must be independently investigated and evaluated by Buyer, who hereby acknowledges that any decision to enter into a loan arrangement with any person or entity will be based solely upon such independent investigation and evaluation. Buyer further holds harmless and releases Dealer from any liability based on any loan obtained by Buyer in which the Dealer is not involved. Buyer acknowledges that Dealer is in no way responsible for Buyer's decisions concerning the desirability or acceptability of any loan or any terms therein.~~

~~NEW CONVENTIONAL FIRST LOAN~~

~~-~~
This sale is contingent upon Buyer qualifying for:

~~-~~
e Permanent First Loan e Permanent First Loan and Interim Loan

~~-~~
Permanent Loan Amount: \$ _____ Interim Loan Amount: \$ _____ Term of Loan:

~~-~~
TYPE OF LOAN: e Conventional Fixed Rate e Conventional Adjustable Rate e Other

~~INTEREST RATE: The interest rate must not exceed _____% as an annual rate for a fixed rate or an initial rate for an adjustable rate loan. Buyer agrees to establish the interest rate and "points" by separate written agreement with Lender at the time of the loan application. If Buyer does not "lock" rate at time of application and is unable to obtain terms described herein at close of escrow, earnest deposit may be forfeited.~~

~~INTERIM LOAN: If an interim loan is required, within ten (10) calendar days or _____ calendar days after execution of this contract, Buyer or Lender must provide a written interim loan approval from Lender based on a completed loan application and credit report. Buyer agrees to supply all documentation required by Lender. Buyer instructs Lender to send copies of such approval to Dealer. Buyer authorizes Lender to provide loan status updates to Dealer.~~

~~CONDITIONAL LOAN APPROVAL: Within ten (10) calendar days or _____ calendar days after execution of this contract, Buyer or Lender must provide a written conditional loan approval from Lender based on a completed loan application and credit report. Buyer agrees to supply all documentation required by Lender. Buyer instructs Lender to send copies of such approval to Dealer. Buyer authorizes Lender to provide loan status updates to Dealer.~~

~~LOAN COSTS: Private Mortgage Insurance is required for certain types of loans. Buyer shall pay the cost in a manner acceptable to Lender. Buyer is responsible for any costs in obtaining loan.~~

~~Discount points not to exceed: _____ total points (Does not include origination fee).~~

~~A.L.T.A. Lender Title Insurance Policy # _____ Loan Origination Fee (Not to exceed _____% of loan amount).~~

~~Appraisal Fee \$ _____ c Paid by Buyer c Paid by Dealer and reimbursed by Buyer at closing.~~

~~Buyer shall pay any additional loan costs not set forth herein.~~

~~APPRAISAL: This sale is contingent upon an appraisal of the premises by an appraiser acceptable to Lender for at least the sales price of \$ _____. The party responsible for paying for the appraisal shall do so within five (5) calendar days after execution hereof.~~

~~Date _____~~

~~Buyer _____ Buyer _____~~

~~Licensee _____ Dealer's # _____~~

~~DEALER INFO MUST
BE INSERTED HERE~~

~~July 2004 Manufactured Housing Division of
the Department of Business and Industry~~

~~Purchase Contract NEW Homes~~

~~This is a legal and binding Contract; if you do not
understand it, you should contact an Attorney~~

-
SUPPLEMENT B-CONTINUED

-
NEW FHA OR VA LOAN

-
~~This sale is contingent upon Buyer qualifying for a new FHA or VA Loan.~~

-
~~Loan Amount: \$ _____ (excluding MIP or Funding Fee) _____~~

~~Term of Loan: _____~~

~~Type of Loan: ☐ FHA ☐ VA~~

~~FHA Mortgage Insurance Premium (MIP) or VA funding fee of \$ _____ to be financed by Buyer, which will increase the loan amount to \$ _____, or to be paid by Buyer in cash at close of escrow.~~

-
~~INTEREST RATE: The interest rate must not exceed _____% as an annual rate for a fixed rate loan or an initial rate for an adjustable rate loan. Buyer agrees to establish the interest rate and "points" by separate written agreement with Lender at the time of the loan approval.~~

-
~~CONDITIONAL LOAN APPROVAL: Within ten (10) days or _____ calendar days after execution of this contract, ☐ Buyer or ☐ Dealer must provide a written conditional loan approval from Lender based on a completed loan application and credit report. Buyer agrees to supply all documentation required by Lender. Buyer instructs Lender to send copies of such approval to Dealer. Buyer authorizes Lender to provide loan status updates to Dealer.~~

-
~~LOAN COSTS: When maximizing Buyer's loan amount under the FHA "acquisition method," Buyer's new loan amount may be reduced and additional cash may be required at closing from Buyer if Dealer pays for any of the loan costs. Either party may pay the following:~~

-
~~FHA Discount points paid by: ☐ Buyer Discount points must not exceed: _____ total points (Origination fee not included).~~

-
~~VA Discount points paid by: ☐ Dealer~~

~~A.L.T.A. Lender Title Insurance Policy ☐ Buyer Loan Origination Fee \$ _____~~

~~Buyer Appraisal Fee \$ _____ ☐ Buyer ☐ Paid by Dealer and reimbursed by
_____ Buyer at closing~~

-
~~OTHER LOAN COSTS: Dealer agrees to pay for document preparation, tax service and underwriting fees. In addition, in VA loans, Dealer agrees to pay any escrow fees. Buyer shall pay any additional loan costs not included in agreement.~~

-
~~APPRAISAL: Party responsible for paying for the appraisal shall do so within five (5) calendar days after execution hereof.~~

-
~~VA AMENDATORY CLAUSE: It is expressly agreed that notwithstanding any other provision of this contract, Buyer will not incur any penalty by forfeiture of deposit or otherwise be obligated to complete the purchase of the property described herein if the contract purchase price~~

~~or cost exceeds the reasonable value of the property established by the United States Department of Veterans Affairs. Buyer will, however, have the option to proceed with the consummation of this contract without regard to the amount of the reasonable value established by the United States Department of Veterans Affairs.~~

~~FHA AMENDATORY CLAUSE: It is expressly agreed that notwithstanding any other provision of this contract, Buyer will not be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of deposit or otherwise unless Buyer has been given, in accordance with HUD/FHA or VA requirements, a written statement by the Federal Housing Commissioner, the United States Department of Veterans Affairs or a direct Endorsement Lender setting forth the appraised value of the property of not less than \$ _____. Buyer will have the option to proceed with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation must be arrived at to determine the maximum mortgage the Department of Housing and Urban Development (HUD) will insure. HUD does not warrant the value or condition of the property. Buyer should satisfy himself that the price and condition of the property are acceptable.~~

~~FHA NOTICE TO BUYER: HUD does not warrant the condition of the property. It is important for Buyer to have a home inspection performed on the property he wishes to purchase in order to identify any possible defects. Up to \$200 of the cost to perform the inspection may be financed into Buyer's mortgage. The names of home inspection companies can be found in the yellow pages of a telephone directory under the heading "Home Inspections Services."~~

~~Date _____~~

~~Buyer _____ Buyer _____~~

~~Licensee _____ Dealer's # _____~~

~~DEALER INFO MUST
BE INSERTED HERE~~

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Attorney~~

~~SUPPLEMENT C~~

DELIVERY AND INSTALLATION

~~This contract contains all essential services and elements to complete the installation of the home and meets all requirements to pass inspections required by state laws and regulations unless~~

~~otherwise noted in this contract. To help ensure prompt delivery and proper installation of your home, there are certain responsibilities that must be fulfilled by both you and your Dealer for the work to be done properly. Please read the following provisions carefully. If you have any questions, please ask your sales representative.~~

~~WE, AS YOUR DEALER, ARE RESPONSIBLE FOR THE FOLLOWING:~~

- ~~1. Blocking and leveling of the home to State's code or manufacturer's code.~~
- ~~2. The connection of above ground utilities, as agreed upon in the contract, up to a maximum of _____ feet of materials, to existing codes.~~
- ~~3. Any applicable inspections.~~

~~You, as Buyer, agree that if MORE than the maximum of _____ feet of above ground utility materials are needed for proper installation of the home, you will pay, at the time of installation, the following charges or allow them to be included in your financing request:~~

A. Electrical, 100 AMP	\$_____ Per Ft.	E. Water	\$_____ Per Ft.
B. Electrical, 200 AMP	\$_____ Per Ft.	F. Gas	\$_____ Per Ft.
C. Sewer	\$_____ Per Ft.	G. Telephone	\$_____ Per Ft.
D. Television cable	\$_____ Per Ft.	H. Required flood plain or perimeter blocking	Actual Cost \$_____

~~This contract ~~c~~ DOES ~~c~~ DOES NOT contain a line item charge, in the amount of \$_____, for "materials." Any unused portion of this money will be returned to Buyer after the installation is completed and the installation crew is paid. If Buyer believes that the utility or other costs will exceed this amount, Buyer should advise the salesperson immediately so this figure may be adjusted. Buyer understands that Dealer cannot be held responsible for delays caused by weather, accidents, strikes, fires, equipment failure, delays by the manufacturer or any other cause beyond Dealer's control.~~

~~YOU, AS BUYER, ARE RESPONSIBLE FOR THE FOLLOWING:~~

- ~~1. Arranging for utility service to be turned on at the time of installation, as set forth below.~~
- ~~2. (A) ~~c~~ Obtaining the necessary permit for the placement of your home; or
(B) ~~c~~ Authorizing Dealer to obtain the permit. I hereby agree to pay for the permit and any tap-on development fees.~~
- ~~3. Verifying that your home is compatible with the lot, CC&Rs, deed restrictions, zoning laws and the available utilities based on approved plans. You are responsible for the cost of cutting trees, excess site preparation costs not included in this contract and excessive trenching for utilities, as necessary. You are also responsible for any additional expenses, such as a loader, bulldozer or similar heavy equipment that may be needed to properly install your home on your site. For your protection, Dealer advises you to have a compaction test done on the soil to determine compatibility. Dealer can arrange for this test to be done, at your expense. If you act against Dealer's advice and choose not to have a compaction test done, you agree that YOU will be responsible for any problems that a~~

~~compaction test would have revealed. Improper soil compaction can lead to such problems as unlevelled conditions, settling, tape or texture cracking, etc.~~

- ~~4. Making sure there is adequate access for the home to be properly installed. If the lot is not ready for installation of your home and the workers are required to wait, there will be a charge of \$ _____ per hour for each worker.~~
- ~~5. Making sure the electrical power pedestal is installed with meter base, breaker box and necessary (size _____ AMP) breaker, within _____ feet of the home's electrical service, unless otherwise agreed upon.~~
- ~~6. Making sure the water, septic tank or sewer connection is within _____ feet of the home's connection point, and your portion must be preinstalled to the proper code. For assistance, please contact your licensed contractor.~~

-
Date _____

-
Buyer _____ Buyer _____

-
Licensee _____ Dealer's # _____

-
DEALER INFO MUST
BE INSERTED HERE

-
July 2004 Manufactured Housing Division of
the Department of Business and Industry

-
Purchase Contract NEW Homes

-
This is a legal and binding Contract; if you do
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-
SUPPLEMENT C CONTINUED

- ~~7. Contracting with and paying a licensed contractor for gas plumbing, testing of appliances and gas hookup if Dealer or installation company is not licensed for gas plumbing, testing of appliances and gas hookup. It is not the responsibility of Dealer to complete such work under this contract. Dealer is not responsible for any work done by outside contractors.~~
- ~~8. Arranging for phone service and the installation of phone and television jacks.~~
- ~~9. Obtaining written approval of tenancy from park management where applicable.~~
- ~~10. Being available to assist in placing the home to your requirements and to accept delivery. Rental community installation sets are usually assisted by the manager and must be installed to the community standards. Make sure that you inquire about these requirements.~~
- ~~11. Allowing _____ working days after delivery (_____ additional days for drywall homes) before planning to move into your new home. A land or home purchase may take up to _____ days after delivery for move in.~~

-
DELIVERY INFORMATION:
-

Buyer _____ Date _____

-

Buyer _____ Date _____

-

Home Phone _____ Work Phone _____ Other _____

-

Delivery Address _____

-

Directions _____

-

~~RUNNING GEAR (TIRES, WHEELS, AXLES AND SPRINGS)~~

-

~~The value of running gear (tires, wheels, axles and springs) has been given as a reduction in the base price of the home on page 1.~~

-

~~e Dealer will retain running gear. Value \$ _____~~

-

~~e Buyer will return running gear to Dealer. Value \$ _____~~

-

~~e Buyer will retain running gear per contract on page 1.~~

-

Date _____

-

Buyer _____ Buyer _____

-

Licensee _____ Dealer's # _____

-

**DEALER INFO MUST
BE INSERTED HERE**

**July 2004 Manufactured Housing Division of
the Department of Business and Industry**

-

Purchase Contract NEW Homes

-

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Attorney**

SUPPLEMENT D

-

~~"DISPLAY MODEL" SUPPLEMENT AND RELEASE~~

-

~~If Buyer is purchasing a Display Model, the following terms and conditions are made a part of this contract:~~

-

~~Buyer acknowledges and understands that the home being purchased is not in the same condition as if it had been delivered new from the manufacturer. Rather, the home has been previously set up on the premises of Dealer, a manufactured housing show or at some other location and has been used as a Display Model. As such, the home has been subject to some cosmetic wear and tear, including, without limitation, carpet wear, scratches, dents, nicks, paint chips, fading, etc., as fully described below.~~

~~Buyer acknowledges paying a reduced purchase price of \$ _____ for the Display Model, and Dealer agrees to warrant cosmetic items only for a period of _____ days after the date of closing, subject to the terms of any addenda and the delivery and installation provisions of this contract, if any. All applicable manufacturer's warranties will still apply as set forth in the manufacturer's warranty materials received by Buyer. As a material part of this contract, Buyer represents that Buyer is voluntarily giving up certain warranty rights in exchange for a substantial reduction in the price.~~

~~By accepting the discounted price, Buyer has specifically and voluntarily chosen to waive Buyer's rights to object to any matter concerning the cosmetic condition of the home after the limited warranty period set forth herein expires. Buyer will be responsible for any and all cosmetic items after that date, and therefore agrees to release and indemnify Dealer, its principals, agents and employees from any and all liability or complaints whatsoever for cosmetic items after the limited warranty expires.~~

~~Buyer agrees that this contract is a complete defense to any complaint, civil or administrative, regarding any cosmetic items arising after the limited warranty for this home expires. Buyer has been advised that Dealer has granted Buyer a right to have a professional inspection performed on the home before delivery and encourages Buyer to have such an inspection performed.~~

~~Buyer specifically acknowledges that there have been no representations or warranties of any kind made by Dealer or any of its representatives regarding the applicable warranty, the condition of the home, its systems or any of the appliances that may be contained therein, other than as set forth in writing in this purchase contract and any addenda thereto.~~

~~Buyer acknowledges that Dealer may have furnishings, wall decorations and similar display items in the Display Model that are not included in the purchase of the home unless listed separately on page 1.~~

~~Except for any written repairs noted below, Buyer is accepting the home in "AS IS" condition with regard to each of the following initialed items:~~

~~Buyers Initials:~~

~~_____ Exterior _____ Paint

_____ Wear and Tear on _____ Linoleum
_____~~

~~_____ Scratches _____ on _____ Cabinets~~
~~_____ Wear _____ and _____ Tear _____ on _____ Carpet~~
~~_____ Scratches _____ and _____ Dents _____ on _____ Appliances~~
~~_____ Ordinary _____ Wear _____ and _____ Tear _____ on _____ Roof~~
~~_____ Cosmetic _____ Defects _____ (Cuts, _____ Chips _____ and _____ Cracks)~~
~~_____ Dents, _____ Scratches _____ and _____ Discoloration _____ of _____ Interior _____ and _____ Doors~~

~~-~~
~~Date _____~~

~~-~~
~~Buyer _____ Buyer _____~~

~~-~~
~~Licensee _____ Dealer's # _____~~

~~-~~
~~— 2. A licensee who fails to comply with this section is subject to disciplinary action by the Division pursuant to NRS 489.381.]~~

~~[NAC 489.232 Contract for sale of used manufactured home, mobile home or commercial coach. (NRS 489.231, 489.7152, 489.7154)~~

~~— 1. The following form of contract for the sale of a used manufactured home, mobile home or commercial coach must be used in the sale of any used manufactured home, mobile home or commercial coach. A formatted copy of this form is available, free of charge, by contacting the Division at 2501 East Sahara Avenue, Suite 204, Las Vegas, Nevada 89104, telephone number 702.486.4135.~~

~~-~~
~~DEALER INFO MUST
BE INSERTED HERE~~

~~-~~
~~July 2004 Manufactured Housing Division
of
the Department of Business and Industry~~

~~-~~
~~Purchase Contract USED Homes~~

~~-~~
~~This is a legal and binding Contract; if you
do not
understand it, you should contact an
Attorney~~

~~-~~
~~Page 1 of 3, Plus Applicable Supplements~~

PHONE	DATE	SALESPERSON
------------------	-----------------	------------------------

BUYER(S)		DEALER LICENSE	
ADDRESS			
Dealer acts as agent for both Buyer and Seller unless otherwise disclosed in writing. Purchasers agree to purchase and Seller agrees to sell the property described below subject to the following terms and conditions.			
Year	Manufacturer	Listing #	
Size	Serial Number	Bed	Bath
Closing Date	Physical Location:		
Base Price of \$ Home:	Earnest Deposit: \$	Document Fees: \$	
Options Page 3: \$	Trade Net Page 3: \$	Insurance: \$	
Sales Tax: \$	*Additional Down: \$	Tax/Rent Prorate: \$	
Total Cash Price: \$	Total Down \$ Payment:	\$	
Unpaid Balance of Cash Price: \$		Total Other Charges: \$	
Supplement "A" Walk Through and Possession Receipt must be signed by all parties in order to complete this transaction. Supplement "B" Disclosure of Estimated Charges and Terms must be completed and signed by purchaser in order to complete this transaction. Supplement "C" Delivery and Installation must be added to this contract if DELIVERY AND INSTALLATION is included in agreement.			
ADDITIONAL TERMS: - - - <div style="text-align: right;">*Additional Down Due by _____</div>			

~~This contract contains the entire agreement between Dealer and Buyer, and no other representation or inducement has been made that is not contained in this contract. Buyer confirms he has reviewed ALL THREE (3) PAGES, PLUS APPLICABLE SUPPLEMENTS, of this purchase contract and has obtained any legal, tax or other professional advice Buyer may desire. Buyer and Dealer agree that each portion of this contract is independent of any other portion and that if any portion of this contract is found to violate the law or to be unenforceable, the remainder of this contract is valid.~~

~~DO NOT SIGN THIS AGREEMENT IF IT CONTAINS BLANK SPACES. DEALER MUST PROVIDE A SIGNED COPY OF THIS AGREEMENT TO BUYER AT TIME OF SIGNING BY DEALER AND BUYER. BUYER ACKNOWLEDGES READING AND UNDERSTANDING THE CONTENTS OF THE AGREEMENT.~~

Licensee _____ Date _____

-
Buyer _____ SSN _____ Date _____

-
Buyer _____ SSN _____ Date _____

-
~~THIS AGREEMENT IS NOT BINDING UNTIL LICENSEE, BUYER AND SELLER HAVE
SIGNED AND DATED THE AGREEMENT.~~

-
~~DEALER MUST PROVIDE AN ADDITIONAL COPY OF THIS AGREEMENT TO BUYER
AS SOON AS PRACTICABLE AFTER SELLER SIGNS.~~

-
Acceptance _____ subject
to: _____

-
~~This offer must be submitted to Seller within five (5) days after the offer is made. Seller's
signature below constitutes acceptance of the entire contract. Any modification to the original
agreement by Seller must be initialed and dated by Buyer.~~

-
Owner/Seller _____ Date _____

-
Owner/Seller _____ Date _____

-
~~DEALER INFO MUST
BE INSERTED HERE~~

-
~~July 2004 Manufactured Housing
Division of
the Department of Business and Industry~~

-
~~Purchase Contract USED Homes~~

-
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contact an Attorney~~

-
~~Page 2 of 3, Plus Applicable Supplements~~

RECEIPT FOR DEPOSIT

-
Print name(s) as it should appear on title:

and/or _____

**Note: IT IS SOLELY BUYER'S RESPONSIBILITY TO DETERMINE THE FORM OF
TITLE. NEITHER SELLER NOR SELLER'S AGENT IS AUTHORIZED TO RENDER ANY
ADVICE AS TO THE MANNER IN WHICH TITLE IS TO BE TAKEN. THE DECISION AS
TO HOW TO TAKE TITLE HAS IMPORTANT LEGAL CONSEQUENCES, INCLUDING,**

~~WITHOUT LIMITATION, THE DETERMINATION OF TAXES, INHERITANCE AND COMMUNITY PROPERTY. IF BUYER NEEDS ADVICE REGARDING THIS QUESTION, BUYER SHOULD CONSULT WITH HIS OWN ATTORNEY OR OTHER PROFESSIONAL.~~

-
~~DEFAULT AND REMEDIES: If either party defaults in any respect on any material obligation under this contract, the nondefaulting party may elect to be released from all obligations under this contract by cancelling the contract. The nondefaulting party may thereafter proceed against the party in default upon any claim or remedy which the nondefaulting party may have in law or equity. Buyer agrees Seller may seek to recover actual damages, including any commission due to third parties. Alternatively, if Buyer initials here _____, Seller shall retain the earnest deposit as liquidated damages which Buyer and Seller agree to be a best estimate of damages Seller will suffer from Buyer's breach and not as a penalty to ensure Buyer's performance of this purchase contract.~~

-
~~ATTORNEY'S FEES: In any action or proceeding to enforce any provision of this contract or for the damages sustained by reason of its breach, the prevailing party, on trial and on appeal, is entitled to receive reasonable attorney's fees and any other related expenses as awarded by the court.~~

-
~~TIME: Time is of the essence in the performance of obligations contained in this contract.~~

-
~~NEVADA LAW: Nevada law governs this contract.~~

-
~~DEPOSIT: Upon signing of this contract by Dealer, Dealer shall deposit Buyer's money into a state regulated trust account.~~

-
~~Unless otherwise provided in this contract, all deposited money is considered a part of the purchase price.~~

-
~~This transaction is contingent upon the approval of Buyer by the park management where applicable. All deposits will be refunded in the event that the park management does not approve Buyer's application for residency.~~

-
~~This transaction is contingent upon Buyer obtaining financing if applicable.~~

-
~~Buyer agrees that, if Buyer breaches this contract, any deposited money may be subject to forfeiture.~~

-
~~In the event any check is dishonored for any reason, Dealer may, at his option, be immediately released from any further obligation under this contract.~~

-

Amount of deposit: \$ _____	Dealer's Receipt # _____
Form of deposit: <input type="checkbox"/> Personal check <input type="checkbox"/> Cashier's check <input type="checkbox"/> Cash: \$ _____ <input type="checkbox"/> Other: \$ _____	
Received by _____	
Licensee's Name _____	Licensee's Signature _____ Date _____

Buyer _____	Date _____	Buyer _____	Date _____
Licensee _____		Dealer's # _____	

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~~Page 3 of 3, Plus Applicable Supplements~~

~~CLOSING DATE OF LOAN: If Buyer is obtaining a loan, Buyer shall comply with all terms and conditions of such loan, including payment of all closing costs. Buyer shall provide certified funds on or before the closing date. Buyer and Dealer hereby agree that the transaction is closed when the documents are executed pursuant to Chapters 489 of NRS and NAC.~~

~~OWNERSHIP: Buyer understands that Buyer is not the legal owner of the home until closing. Buyer shall not enter the premises or allow any other person to enter the premises before the closing without written permission from Dealer and Seller. Buyer shall indemnify and hold Dealer and subcontractors harmless for any and all injuries or damages resulting from entry on the premises by Buyer or Buyer's representatives and guests.~~

~~POSSESSION AND KEYS: Possession and occupancy will be delivered to Buyer upon completion of walk through and final funding. Dealer shall provide keys and/or a means to operate entry locks. Dealer will process title documents and submit title documents to Manufactured Housing Division pursuant to Chapter 489 of NRS.~~

~~BUYER AND DEALER COOPERATION: After closing and throughout any warranty period, Buyer and Dealer agree to cooperate in scheduling appointments and making the home accessible to contractors during regular business hours (8 a.m. to 5 p.m., Monday through Friday). Unless otherwise required by law, Dealer has no obligation to correct any item not caused by deficient workmanship or materials. Buyer understands that delays completing agreed-upon repairs may occur due to third parties' time schedules not controlled by Dealer.~~

~~AGENCY RELATIONSHIPS: Buyer understands that Dealer may be bound by a listing agreement with Seller to act as a representative of the Seller. Buyer is encouraged to consult an attorney before signing this contract. For the purposes of this contract, a signature by a licensee employed by Dealer constitutes a signature by Dealer.~~

~~DESCRIPTION OF TRADE IN~~

MANUFACTURER		YEAR	Trade Allowance \$_____
TITLE #	SERIAL #	SIZE	Balance Owed \$_____
BEDROOMS	BATHS	COLOR	Net Allowance \$_____
LIENHOLDER			

~~OPTIONS (See page 1)~~

Description of Items or Services	Non-Taxable	Taxable
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
TOTAL OPTIONS (Transfer to page 1)	-	-

~~Date _____~~

~~Buyer _____ Buyer _____~~

~~Licensee _____ Dealer's # _____~~

DEALER INFO MUST
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July 2004 Manufactured Housing
Division of
the Department of Business and Industry

Purchase Contract USED Homes

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SUPPLEMENT A

SUPPLEMENT "A" WALK THROUGH AND POSSESSION RECEIPT

Year	Manufacturer	Stock #	
Size	Serial Number	Bed	Bath
Closing Date	Location		

Buyer hereby stipulates that he has personally inspected the home with Dealer or his representative and that it complies with all the terms and conditions of the offer to purchase, including all amendments submitted to the above Seller's agent. Buyer further stipulates that he accepts the home in its present condition and at its present location and that he has not received any expressed or implied warranties from Seller or from his agent with only the following exceptions:

1. "As Is" does NOT remove the Dealer's implied warranty of the working order of the essential systems (NRS 489.751).
2. Buyer may waive warranty for each working system ONLY by signing in the WAIVER column below:

					WAIVER: Buyer must sign if he or she agrees to waive warranty for a nonworking system
Essential System	Working	Not Working	Buyer's Initials	Dealer's Initials	
Heating System	-	-	-	-	-
Air Conditioning System	-	-	-	-	-
Electrical System	-	-	-	-	-
Plumbing System	-	-	-	-	-
Drainage System	-	-	-	-	-

~~3. Other Exceptions and Additional Warranties:~~

~~(Repairs or replacements must be completed by the responsible party within 30 days of signing this supplement unless otherwise noted and agreed upon in writing below.)~~

~~_____~~
~~_____~~
~~_____~~
~~_____~~
~~_____~~
~~_____~~
~~_____~~
~~_____~~
~~_____~~
~~_____~~

~~q SEE ATTACHED SHEET FOR ADDITIONAL WARRANTIES OR EXCEPTIONS IF CHECKED.~~

~~I, the Purchaser of the above property, have personally inspected the home and assured myself regarding the condition and suitability of purpose of the home. I received a signed copy of this page at the time of the walk-through.~~

~~Date _____~~

~~Buyer _____ Buyer _____~~

~~Licensee _____ Dealer's # _____~~

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~~SUPPLEMENT B~~

~~SUPPLEMENT "B" DISCLOSURE OF ESTIMATED CHARGES AND TERMS
To be completed before close~~

~~A Dealer cannot REQUIRE specific lenders or specific insurance carriers.
Buyer may obtain loan and insurance services of his or her choice.~~

~~ESTIMATED PAYMENT TO LENDER: If Buyer chooses to finance (borrow) a portion of the purchase price to complete the purchase of this home, then Buyer's credit information was submitted to the following lender and may have also been submitted to additional lenders.~~

~~Proposed _____ Lender _____ for _____ this _____ transaction _____.~~

~~The proposed lender is willing to extend Buyer the following amount of money to complete this purchase only if Buyer is willing to make the following payments to repay this loan.~~

~~-~~

~~Estimated Loan Amount for purchase of Home \$ _____ Initial _____~~

~~-~~

~~Estimated Monthly Payment Amount \$ _____ Initial _____~~

~~-~~

~~PROPOSED INTEREST RATE AND TERM: The above payment was calculated based on the lender's charge for the use of the funds stated as the "Loan Amount" over the following term of repayment.~~

~~-~~

~~Length of loan in months _____ and based on an Annual Percentage Rate (APR) of _____.~~

~~-~~

~~ESTIMATED PAYMENT TO LANDLORD: If Buyer chooses to remain in the park where the home is located, the park is allowed to require that Buyer apply for Park Approval. This requires that Buyer, as well as other family members and pets, if any, meet in person with a representative of the park. At this meeting the representative of the park will disclose what the current charges will be for your location and circumstances. Our current Estimate for the Monthly space rent is: \$ _____~~

~~-~~

~~UTILITIES AND THEIR COSTS: The cost of utilities is almost always in addition to other charges and will vary from one family to another. Some of the utilities or other costs that you may need to consider are:~~

_____ Power _____	_____ Gas _____	_____ Telephone _____
_____ Water _____	_____ Sewer _____	_____ Extra Pets _____
_____ Garbage _____	_____ Cable TV _____	

~~-~~

~~ESTIMATED PERSONAL PROPERTY TAXES: Personal Property Taxes are similar to "Real Property" taxes except that for Manufactured Homes, they will generally go down each year. They are usually considerably less than "Real Property" taxes and are usually charged either by the Year or Quarterly, instead of monthly. In Nevada, the Tax year runs from July 1 of one year through June 30 of the next. The State requires that all Property Taxes for the Current Tax year be paid before the Title of a Manufactured Home may be transferred.~~

~~Your portion of the current year taxes are Estimated to be \$ _____. Initial _____.~~

~~-~~

~~HOME WARRANTY INSURANCE: Home Warranty contracts are available for homes that meet the standards for these companies and for buyers that choose to purchase the policy before the close. This is intended to protect these companies from potential losses from buyers that choose to purchase the contract after they take possession and experience some type of warranty problem. The costs for 1 year of coverage ranges from \$250 to \$500 depending on the choices~~

you make. These contracts usually charge a "Service Charge" of \$35 to \$75 each time they are used.

~~LENDER REQUIREMENTS TO CLOSE:~~ Each Lender has a different process to determine whether it would be willing to make Home loans. The following is a partial list of the type of requirements that a Lender may require to help decide whether to loan you money to purchase your home:

Verification of All Income	Credit References	Proof of Employment
Proof of Down Payment	Credit Report	Proof of Deposit
Landlord Verification	Bank Statements	Proof of Paid Debts
Driver's License	Social Security	Personal References

~~Date _____~~

~~Buyer _____ Buyer _____~~

~~Licensee _____ Dealer's # _____~~

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Division of
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~~Purchase Contract USED Homes~~

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contact an Attorney~~

~~SUPPLEMENT C~~

SUPPLEMENT "C" DELIVERY AND INSTALLATION (if applicable)

~~This contract contains all essential services and elements to complete the installation of the home and meets all requirements to pass inspections required by state laws and regulations unless otherwise noted in this contract. To help ensure prompt delivery and proper installation of your home, there are certain responsibilities that must be fulfilled by both you and your Dealer for the work to be done properly. Please read the following provisions carefully. If you have any questions, please ask your sales representative.~~

~~WE, AS YOUR DEALER, ARE RESPONSIBLE FOR THE FOLLOWING:~~

- ~~1. Blocking and leveling of the home to State's code or manufacturer's code.~~
- ~~2. The connection of above ground utilities, as agreed upon in the contract, up to a maximum of _____ feet of materials, to existing codes.~~

~~3. Any applicable inspections.~~

~~You, as Buyer, agree that if MORE than the maximum of _____ feet of above ground utility materials are needed for proper installation of the home, you will pay, at the time of installation, the following charges or allow them to be included in your financing request:~~

A. Electrical, 100 AMP	\$_____ Per Ft.	E. Water	\$_____ Per Ft.
B. Electrical, 200 AMP	\$_____ Per Ft.	F. Gas	\$_____ Per Ft.
C. Sewer	\$_____ Per Ft.	G. Telephone	\$_____ Per Ft.
D. Television cable	\$_____ Per Ft.	H. Required flood plain or perimeter blocking	Actual \$_____ Cost

~~This contract ~~e~~ DOES ~~e~~ DOES NOT contain a line item charge, in the amount of \$_____, for "materials." Any unused portion of this money will be returned to Buyer after the installation is completed and the installation crew is paid. If Buyer believes that the utility or other costs will exceed this amount, Buyer should advise the salesperson immediately so this figure may be adjusted. Buyer understands that Dealer cannot be held responsible for delays caused by weather, accidents, strikes, fires, equipment failure, delays by the manufacturer or any other cause beyond Dealer's control.~~

~~YOU, AS BUYER, ARE RESPONSIBLE FOR THE FOLLOWING:~~

- ~~1. Arranging for utility service to be turned on at the time of installation, as set forth below.~~
- ~~2. (A) ~~e~~ Obtaining the necessary permit for the placement of your home; or
(B) ~~e~~ Authorizing Dealer to obtain the permit. You hereby agree to pay for the permit and any tap-on development fees.~~
- ~~3. Verifying that your home is compatible with the lot, CC&Rs, deed restrictions, zoning laws and the available utilities based on approved plans. You are responsible for the cost of cutting trees, excess site preparation costs not included in this contract and excessive trenching for utilities, as necessary. You are also responsible for any additional expenses, such as a loader, bulldozer or similar heavy equipment that may be needed to properly install your home on your site. For your protection, Dealer advises you to have a compaction test done on the soil to determine compatibility. Dealer can arrange for this test to be done, at your expense. If you act against Dealer's advice and choose not to have a compaction test done, you agree that YOU will be responsible for any problems that a compaction test would have revealed. Improper soil compaction can lead to such problems as unlevelled conditions, settling, tape or texture cracking, etc.~~
- ~~4. Making sure there is adequate access for the home to be properly installed. If the lot is not ready for installation of your home and the workers are required to wait, there will be a charge of \$_____ per hour for each worker.~~
- ~~5. Making sure the electrical power pedestal is installed with meter base, breaker box and necessary (size _____ AMP) breaker, within _____ feet of the home's electrical service, unless otherwise agreed upon.~~

- ~~6. Making sure the water, septic tank or sewer connection is within _____ feet of the home's connection point, and your portion must be preinstalled to the proper code. For assistance, please contact your licensed contractor.~~
- ~~7. Contracting with and paying a licensed contractor for gas plumbing, testing of appliances and gas hookup if Dealer or installation company is not licensed for gas plumbing, testing of appliances and gas hookup. It is not the responsibility of Dealer to complete such work under this contract. Dealer is not responsible for any work done by outside contractors, unless Dealer is specifically licensed by the appropriate governing agency.~~
- ~~8. Arranging for phone service and the installation of phone and television jacks.~~
- ~~9. Being available to assist in placing the home to your requirements and to accept delivery. Rental community installation sets are usually assisted by the manager and must be installed to the community standards. You must inquire about these requirements.~~
- ~~10. Allowing _____ working days after delivery (_____ additional days for drywall homes) before planning to move into your new home. A land or home purchase may take up to _____ days after delivery for move in.~~

-
Date _____

-
Buyer _____ Buyer _____

-
Licensee _____ Dealer's # _____

-
Home Phone _____ Work Phone _____ Other _____

-
Delivery Address _____

-
Directions _____

-
~~2. A licensee who fails to comply with this section is subject to disciplinary action by the Division pursuant to NRS 489.381.]~~

[NAC 489.234 Listing agreement for sale of used manufactured home, mobile home or commercial coach. (NRS 489.231, 489.7152, 489.7154)]

—1. The following form of listing agreement for the sale of a used manufactured home, mobile home or commercial coach must be used in the sale of any used manufactured home, mobile home or commercial coach. A formatted copy of this form is available, free of charge, by contacting the Division at 2501 East Sahara Avenue, Suite 204, Las Vegas, Nevada 89104, telephone number 702.486.4135.

-
DEALER INFO MUST
BE INSERTED HERE

-
July 2004 Manufactured Housing Division of
the Department of Business and Industry

-
LISTING AGREEMENT

-
This is a legal and binding Contract; if you do

~~not~~
understand it, you should contact an Attorney

Page 1 of 3, Plus Applicable Supplements

~~1. THE PROPERTY: For purposes of this agreement, the property is to be considered personal property in _____ County, Nevada, including all fixtures and improvements thereon described as follows: Listing # _____~~

YEAR	MANUFACTURER	SERIAL #	TITLED SIZE	LISTING DATE
NAME(S) OF OWNER ON TITLE				PHONE #
PARK	SPACE #	COST OF RENT FOR SPACE		PARK CONTACT
CHILDREN ALLOWED YES _____ NO _____		PETS ALLOWED YES _____ NO _____	PARK RESTRICTIONS & REQUIREMENTS	
ADDRESS			CITY	STATE ZIP
LIENHOLDER		PHONE #	ACCOUNT #	LIEN BALANCE \$
LIENHOLDER'S ADDRESS			CITY	STATE ZIP
TITLE HELD BY: e Owner e Lienholder e Dealer e Nevada Title e Other: _____			DATE OF TITLE SEARCH	
<p>Except as otherwise provided below and in paragraph 20, the property includes: All existing fixtures; heating and cooling equipment; built in appliances; attached lighting fixtures and ceiling fans; towel, curtain and drapery rods; draperies and other window coverings; attached carpeting; fireplace equipment; television antennas; attached plant watering systems; fire suppression systems; misting systems; water treatment systems; smoke detectors; fire warning systems; security systems; window, door and sun screens; storm windows and doors; and fencing.</p> <p>THE FOLLOWING ITEMS SPECIFICALLY NOTED ARE INCLUDED AND ARE IN GOOD WORKING ORDER:</p>				
Heating _____ q Gas q Elec		q Steps	q Oven	# Baths
Water Heater q Gas q Elec		q Shed(s)	q Refrigerator	# Bedrooms
q Air _____ q Gas q Elec q Ton _____ Conditioner		q Deck	q Dishwasher	q
q Heat Pump q Gas q Elec q Ton _____		q Carport	q Disposal	q
q Evaporative Cooling		q Patio Cover	q Microwave	q

q Stove q Gas q Elec	q Landscape water	q Freezer	q
q Dryer q Gas q Elec	q Skirting	q Washer	q
OTHER:			
NRS 489.751 prescribes an implied warranty of the working order of the following essential systems in the home at time of walk-through. By checking the box next to each system, Seller warrants to Dealer and Buyer(s) that these systems are now in working order and will remain in working order through the date of walk-through, unless specifically noted otherwise below.			
q Heating	q Cooling	q Plumbing	q Drainage
Note:			

~~2. EXCLUSIVE RIGHT TO SELL: In consideration of the acceptance by the undersigned licensed Nevada Mobile Home Dealer (Dealer) of the terms of this Listing Agreement, I, or we, as Owner(s) and Seller(s), employ and grant Dealer the exclusive right commencing on _____, 20____, and ending at 11:50 p.m. on _____, 20____, to sell or exchange the property described above subject to the terms of this agreement.~~

~~Licensee's Initials _____ Date _____ Seller's Initials _____ Date _____~~

DEALER INFO MUST
BE INSERTED HERE

July 2004 Manufactured Housing Division of
the Department of Business and Industry

LISTING AGREEMENT

This is a legal and binding Contract; if you
do not understand it, you should contact an
Attorney

Page 2 of 3

~~3. PRICE: The listing price will be _____. The selling price will be the price offered by Purchaser and accepted by Owner, to be paid as described herein, in terms as accepted by Owner. Owner requires Dealer to present all offers.~~

~~4. ACCESS AND LOCKBOX: Access to the Home and premises is granted for the purpose of showing the home to prospective purchasers at reasonable hours. Unless otherwise stated in this agreement, Owner authorizes Dealer to install and use on the property a lockbox containing a key to the property. Owner acknowledges that a lockbox and any other key left with or available to Dealer will permit access to the property by Dealer or any other Dealer, with or without potential Purchasers, even when Owner or Occupant are absent. If someone other than Owner occupies the property, Owner will provide to Dealer the name and phone number of any Occupant. Owner acknowledges that neither Dealer's agent nor subagent is insuring Owner or Occupant against theft or vandalism resulting from such access. Owner authorizes Dealer to~~

~~place appropriate signs on the property, to photograph the exterior and to advertise from time to time at Dealer's discretion.~~

~~Lockbox/Key # _____.~~

~~—5. COMMISSIONS: If Dealer produces a ready, willing and able Purchaser in accordance with this agreement or if a sale or exchange of the property is made by Owner or through any other agent during the term of this agreement, Owner agrees to pay Dealer a commission of \$ _____ or _____ % of the sale price. Owner agrees to pay Dealer for the costs of verified services rendered if Owner cancels this agreement before the expiration period for any reason not included as a part of this agreement. Alternatively, if initialed by both parties, Owner and Dealer agree to the following negotiated fee for cancellation of this contract: \$ _____.~~

~~Owner initials _____, Licensee initials _____.~~

~~—6. EXPIRATION: Owner will pay the same commission noted above in paragraph 5 to Dealer if a sale is made, within 90 days after the expiration of this agreement, to any person to whom the property has been shown during the term of this agreement.~~

~~—7. EARNEST DEPOSIT: Owner authorizes Dealer to accept earnest deposits on behalf of Owner and to issue receipts for such earnest deposits. If Buyer forfeits any earnest deposit, Dealer's verifiable expenses will be paid first and the remainder will be divided equally between Dealer and Owner.~~

~~—8. AGENCY RELATIONSHIPS: Dealer will use diligent efforts to find a buyer who is ready, able and willing to complete a sale of the property. Dealer's verifiable record of marketing attempts will be available upon request. Owner understands that Dealer or his licensed representative may in the future act for two or more parties in this transaction. When acting for more than one party in the transaction, Licensee is limited because of the adverse interests of the parties. Licensee cannot represent the interests of one party to the exclusion or detriment of the interest of the other party. The Owner/Seller understands the foregoing and Consents to allow Licensee to Act for all parties, to not limit the range of potential Purchasers. Dealer may elect to pay another licensed dealer a portion of the commission if the dealers have a written cooperative agreement and the other dealer produces a qualified buyer that results in a final sale.~~

~~—9. ATTORNEY'S FEES: In any action or proceeding to enforce any provision of this agreement or for the damages sustained by reason of its breach, the prevailing party will be entitled to receive reasonable attorney's fees and any other related expenses as awarded by the court.~~

~~—10. WARRANTIES BY OWNER ON THE SALE OF THE PROPERTY: Except as otherwise provided in this agreement, Owner warrants that, at the time of possession by Purchaser or the close of the sale: The roof will have no known leaks; all heating, cooling, mechanical, plumbing, drainage, watering and electrical systems and built in appliances will be in working condition; and the property will otherwise be in substantially the same condition as on the effective date of this agreement. Owner agrees to maintain and repair the property, as necessary, to fulfill the warranties described in this paragraph. Before the closing, Owner will grant Purchaser or Purchaser's representatives reasonable access to enter and inspect the property to satisfy Purchaser that the property is as warranted by Owner.~~

~~—11. INFORMATION: Owner understands that Dealer will be passing on information contained in this agreement regarding the property to potential Purchasers. Owner warrants that the information provided is complete and correct and agrees to hold Dealer harmless from any liability incurred as a result of Dealer relying on such information.~~

~~—12. NEVADA LAW: Nevada law governs this agreement.~~

~~—13. INDEPENDENT ELEMENTS: Seller and Dealer agree that each portion of this agreement is independent of any other portion and that if any portion of this agreement is found to violate the law or to be unenforceable, the remainder of this agreement is valid.~~

~~—~~
Licensee's Initials _____ Date _____ Seller's Initials _____ Date _____
~~—~~

~~DEALER INFO MUST
BE INSERTED HERE~~

~~July 2004 Manufactured Housing Division of
the Department of Business and Industry~~

~~—~~
LISTING AGREEMENT
~~—~~

~~This is a legal and binding Contract; if you
do not understand it, you should contact an
Attorney~~

~~—~~
Page 3 of 3
~~—~~

~~—14. TITLE: Upon acceptance of a purchase contract, Owner agrees to furnish to Dealer a marketable Nevada Certificate of Title that is free and clear of liens and encumbrances and all necessary, properly executed documents for the transfer of ownership and closing of the sale. Owner further warrants that all costs associated with the ground lease, taxes, utilities and other associated costs will be paid through the date of closing. Dealer will process title documents and submit title documents to Manufactured Housing Division pursuant to Chapter 489 of NRS.~~

~~—15. POSSESSION: Possession of the property is to be given to Purchaser within _____ days of being presented an acceptable offer or on (date) _____. Seller agrees to allow a walk through of the property by Purchaser before possession as required by state law and will provide access and any utilities necessary to verify the good working condition of the property as listed above. Seller agrees to vacate the premises as noted above unless Seller and Buyer enter into a written and notarized agreement defining the conditions for occupancy. Seller agrees that Seller will pay to Buyer a late penalty of at least \$100 per day for costs incurred due to the delay.~~

~~—16. TIME: Time is of the essence in the performance of obligations contained in this agreement.~~

~~—17. PAYMENT OF PROCEEDS: The proceeds from the sale of property due Owner must be delivered, in person or by mail, to Owner within ten (10) days after compliance with NRS 489.723 (a copy of this statute is available from Dealer).~~

~~—18. COMMISSIONS PAYABLE FOR THE SALE OF PROPERTY ARE NOT SET BY ANY BOARD OR ASSOCIATION IN ANY MANNER OTHER THAN BY NEGOTIATION BETWEEN DEALER AND OWNER. BY SIGNING BELOW, OWNER ACKNOWLEDGES HE HAS READ, UNDERSTANDS AND ACCEPTS ALL TERMS AND PROVISIONS CONTAINED HEREIN AND THAT HE HAS RECEIVED A SIGNED COPY OF THIS LISTING AGREEMENT.~~

~~—19. Dealer must provide a signed copy of this agreement to Seller at time of signing by Licensee and Seller.~~

chapter 489 of NRS must provide the Division with proof that he has completed the required number of hours of continuing education approved by the Division pursuant to NRS 489.285.

2. The holder of ~~[an installer's, rebuilder's or serviceman's]~~ *a general serviceman or specialty serviceman's* license issued by the Division pursuant to chapter 489 of NRS may submit a written petition to the Administrator for an extension of time in which to comply with the requirements for continuing education. The Administrator may grant an extension if he finds that the holder of the license has a severe hardship resulting from circumstances beyond his control which have prevented him from complying with the requirements.

Sec 11. Chapter 489 of NAC is hereby amended to read as follows:

NAC 489.305 Branch offices. (NRS 489.231, 489.305)

1. The Division may require as a condition of licensing any information it deems necessary for each location where a manufactured home or commercial coach dealer, manufacturer, ~~[rebuilder, serviceman, limited serviceman or installer]~~ *general serviceman or specialty serviceman* maintains a branch office. Upon receiving sufficient information, the Division will issue a license for the branch office.

2. The mere listing of manufactured homes, mobile homes or commercial coaches for sale does not constitute a branch office, but the use of a mobile home park or estate sales office by a licensee for the sale or offering for sale of manufactured homes or mobile homes does constitute the maintenance of a branch office.

3. Except as provided in this subsection, the licensee is responsible for the operation of the branch office in accordance with the provisions of this chapter and chapter 489 of NRS.

4. If it is not feasible for a licensee to exercise direct supervision over a branch office, it must be managed by a corporate officer, partner or responsible managing employee.

5. A responsible managing employee of a branch office may not manage more than one branch office.

6. All branch office records required to be kept by this chapter and chapter 489 of NRS must be kept at that branch office or the main office of the licensee.

7. A branch office is not required to have a trust account separate from the trust account of the main office. If a separate account is maintained, the required signatures are those of the responsible managing employee of the branch office and the dealer to whom the main office license is issued.

Sec 12. Chapter 489 of NAC is hereby amended to read as follows:

NAC 489.307 Operation of main office. (NRS 489.231)

1. Except as otherwise provided in subsection 2, a dealer, ~~[installer, manufacturer, rebuilder, serviceman or limited serviceman]~~ *general serviceman or specialty serviceman* is responsible for the operation of the main office of the licensee's business in accordance with the provisions of this chapter and chapter 489 of NRS.

2. If it is not feasible for a dealer, ~~[installer, manufacturer, rebuilder, serviceman or limited serviceman]~~ *general serviceman or specialty serviceman* to exercise direct supervision over the main office, it must be managed by a corporate officer, partner or responsible managing employee.

Sec 13. Chapter 489 of NAC is hereby amended to read as follows:

NAC 489.310 Determination of experience, financial responsibility and general knowledge.
(NRS 489.231, 489.321)

1. The Division may require an applicant to show such a degree of experience, financial responsibility and such general knowledge of this chapter, chapter 489 of NRS, federal mobile home construction regulations, the safety, health, finance and lien laws of this state and the rudimentary principles of the mobile home, *manufactured home and commercial coach* business, as the Division deems necessary for the safety and protection of the public.

2. An applicant may demonstrate his experience and knowledge by submitting to the Division:

(a) Evidence of his prior employment or other experience in the occupation for which the applicant wishes to obtain a license; or

(b) Proof that he has completed not less than 30 semester hours in courses of study which are approved by the Division.

3. An applicant for a license as a dealer, manufacturer, ~~rebuilder, serviceman, limited serviceman or installer~~ *general serviceman or specialty serviceman* must submit to the Division:

(a) A copy of the federal income tax return filed by the applicant for the preceding calendar year; and

(b) Such other proof as the Division deems necessary to show the applicant's financial responsibility.

4. If the applicant is a corporation, its financial responsibility must be established independently of the assets of its officers, directors or stockholders, but the Division may inquire into and consider the personal assets of the officers, directors or stockholders in determining the financial responsibility of the corporation.

5. An applicant shall be deemed to be financially responsible if the Division determines that the applicant has, at the time the Division makes the determination, sufficient assets or income to operate his business for not less than 120 days.

6. The Division will determine financial responsibility according to the following criteria:

(a) Net worth;

(b) Liquid assets (*a minimum of \$50,000 for new dealers and \$25,000 for used dealers*);

(c) Payment and credit records;

(d) Business experience;

(e) Prior and current liens;

(f) Prior and pending lawsuits;

(g) Adverse judgments;

(h) Prior suspension or revocation of a license in this state or elsewhere for financial insolvency;

(i) Any adjudication under bankruptcy law, including a composition, arrangement or reorganization;

(j) Any appointment of a receiver for the property of the applicant or licensee or any officer, director, associate or partner thereof under the laws of this state or of the United States;

(k) Any making of a prohibited assignment for the benefit of creditors;

(l) Form of business organization;

(m) Information obtained from confidential financial references and credit reports; and

(n) Reputation for honesty and integrity of the applicant or licensee or any officer, director, associate or partner.

(?) In the event the initial application is incomplete, the Division will provide written notification of missing items or further information required. Applications shall be deemed to be completed no later than 15 days after the Division provides written notification of any missing items or requests for information unless the applicants makes a written request for an extension and the Division grants the extension in writing.

7. An applicant for a new manufactured home or commercial coach dealer's license must show proof that there is cash on deposit in a Nevada financial institution ~~[in the amount of approximately]~~ *with a minimum of* \$50,000 before the Division may issue a *new or renewal* license.

8. An applicant for a used manufactured home or commercial coach dealer's license must show proof that there is cash on deposit in a Nevada financial institution ~~[in the amount of approximately]~~ *with a minimum of* \$25,000 before the Division may issue a *new or renewal* license.

9. An applicant for a new manufactured home dealer's license must submit a letter of intent from a financial institution showing that the applicant will be granted a specified amount of credit of not less than \$100,000 from that institution for the flooring of manufactured homes or commercial coaches.

10. An applicant for an initial license must submit to the Division a copy of any similar license issued by another state.

11. In applying for a dealer's, ~~[serviceman's, limited serviceman's or installer's]~~ *general serviceman's or specialty serviceman's* license, a partnership or corporation must file a certified or verified copy of its partnership agreement or articles of incorporation with the Division.

Sec 14. Chapter 489 of NAC is hereby amended to read as follows:

NAC 489.311 ~~[Limited]~~ *Specialty* servicemen. (NRS 489.325) An applicant for a ~~[limited]~~ *specialty* serviceman's license pursuant to NRS 489.325 must submit to the Division:

1. An application on a form provided by the Division; and
2. Proof that he holds a license issued by the State Contractors' Board which indicates proficiency in the category of license for which he is applying to the Division.

Sec 15. Chapter 489 of NAC is hereby amended to read as follows:

NAC 489.314 License as *general* serviceman or ~~[limited]~~ *specialty* serviceman required for owners or responsible managing employees of certain businesses. (NRS 489.231, 489.311, 489.341, **205 AB427 Sections 2 and 3**) An owner or responsible managing employee of a business which ~~[installs or repairs the]~~ *performs the following on manufactured homes, mobile homes or commercial coaches:*

~~[—1. Awnings, roofing or skirting;~~

~~—2. Plumbing; or~~

~~3. Heating or electrical system.]~~

1. Installs or repairs awnings, roofing or skirting;

2. Installs or repairs plumbing;

3. Installs or repairs heating systems;

4. Installs or repairs air-conditioning systems;

5. Installs or repairs electrical systems; or

6. Installs, removes or disassembles for transport manufactured homes, mobile homes, or commercial coaches; or

7. *Reconstructs by the alteration, addition, or substitution of substantial or essential parts.*
8. *Any other category that may be similarly licensed by the State Contractor's Board.*

Ê ~~[of manufactured homes, mobile homes or commercial coaches]~~ must be licensed as a *general* serviceman or a ~~[limited]~~ *specialty* serviceman .

Sec 16. NAC 489 is hereby repealed.

~~[— NAC 489.315 Limited used manufactured home dealers. (NRS 489.231, 489.321, 489.331)
— 1. Any real estate broker who lists, advertises for sale or sells a manufactured home listed by another person incident to the sale of real property must be licensed as a limited used manufactured home dealer.
— 2. An application for a limited used manufactured home dealer's license must be upon the form supplied by the Division.
— 3. An applicant must be a real estate broker in good standing and licensed by this state as a prerequisite to applying for a license. The applicant must submit with his application a copy of his license as a real estate broker in this state.
— 4. Any action by this state to suspend, revoke, cancel, withdraw or otherwise invalidate the real estate broker's license automatically has the same effect upon the limited used manufactured home dealer's license.
— 5. The term of the license runs concurrently with the term of the applicant's real estate license.]~~

Sec 17. Chapter 489 of NAC is hereby amended to read as follows:

NAC 489.320 Salesmen. (NRS 489.231, 489.321, 489.341)

1. Any person employed by a dealer to act or exercise authority in connection with the dealer's business must be licensed as a salesman to:
 - (a) List manufactured homes, mobile homes or commercial coaches for sale.
 - (b) Close the sale of a manufactured home, mobile home or commercial coach, including the signing of the sales contract.
2. A licensee may not employ a person who is required to be licensed under chapter 489 of NRS unless that person is so licensed.
3. If a manufactured home or commercial coach dealer ~~[or-rebuilder]~~ fails to *maintain or* renew his license, the licenses of all salesmen whom he employs will be placed on inactive status immediately until the dealer ~~[or-rebuilder]~~ renews his license or an application for transferring the salesman's license is made and the required fees are paid.
4. If the license of a manufactured home or commercial coach dealer ~~[or-rebuilder]~~ is not renewed, or is suspended or revoked, the licensee shall deliver immediately to the Division all of the licenses issued to his salesmen. In such a case, a salesman may, by applying and paying the required fee, transfer to the employment of another dealer ~~[or-rebuilder]~~.

Sec 18. Chapter 489 of NAC is hereby amended to read as follows:

NAC 489.325 Responsible managing employees. (NRS 489.231, 489.321, 489.341)

1. Any person who acts or is employed by a licensed ~~[installer,]dealer, [rebuilder, limited serviceman or serviceman]~~ *general serviceman or specialty serviceman* as a responsible managing employee must be licensed.
2. An application for a license must be upon the form supplied by the Division.

3. An applicant for a license must show proof that he has 2 years' experience within the previous 4 years in the occupation for which he will be a managing employee.

4. If the application is approved, the Division will issue to the applicant a license containing his name and the address and name of the licensed ~~[installer,]dealer, [rebuilder, limited serviceman or serviceman]~~ *general serviceman or specialty serviceman* employing him.

5. If a licensed ~~[installer,]dealer, [rebuilder, limited serviceman or serviceman]~~ *general serviceman, or specialty serviceman* fails to *maintain or* renew his license, or his license is suspended, the licenses of all his responsible managing employees are automatically placed on inactive status until such time as the ~~[installer or serviceman]~~ *dealer, general serviceman or specialty serviceman* renews his license, the suspension is cancelled or the responsible managing employee's license is transferred to the employment of another ~~[installer or serviceman]~~ *dealer, general serviceman or specialty serviceman*.

Sec 19. Chapter 489 of NAC is hereby amended to read as follows:

NAC 489.340 Display of license; *display of licensee information on advertising; display of signs at place of business:* (NRS 489.231, 2005 AB427 Section 4) ~~[Each licensee shall display his license in a conspicuous place on the premises]~~

1. Each licensee shall display his license in a conspicuous place on the premises.

2. All advertising must contain the name and license number as stated on the license issued by the Division.

3. Each licensee except salesmen and responsible management employees must erect and maintain a sign in a conspicuous place upon the premises of his place of business and the sign must be readable from the nearest public sidewalk, street or highway.

4. If the licensee's place of business is located in an office building or a commercial building, the licensee's sign must be posted on the building directory or on the exterior of the entrance to the business.

Upon request by the Division, the licensee shall furnish a photograph of his sign as proof

Sec 20. Chapter 489 of NAC is hereby amended to read as follows:

NAC 489.345 License plates for power units. (NRS 489.601) A licensed dealer *or* manufacturer ~~[or rebuilder]~~ is entitled to two license plates for each power unit used to transport manufactured homes, mobile homes and commercial coaches.

Sec 21. Chapter 489 of NAC is hereby amended to read as follows:

NAC 489.347 Renewal of license for dealer, ~~[rebuilder, serviceman or installer].~~ *general serviceman or specialty serviceman* (NRS 489.231, 489.321) An applicant for the renewal of the dealer's, ~~[rebuilder's, serviceman's or installer's]~~ *general serviceman's or specialty serviceman's* license issued to him by the Division pursuant to chapter 489 of NRS must submit to the Division with his application for renewal:

1. The fee required pursuant to NAC 489.360;

2. The bank statements for:

(a) The operating account of the licensee for the immediately preceding 6 months; and

(b) The trust account of the licensee for the immediately preceding 6 months if the licensee is a dealer ~~[or rebuilder]~~; and

3. A copy of the *current* business license issued for the licensee's business by the county, city or town in which the licensee's business is located.

4. Any additional requirements or documentation the Division may request in writing.

Sec 22. Chapter 489 of NAC is hereby amended to read as follows:

NAC 489.360 Issuance and renewal of license; late renewal; investigating and hearing complaints. (NRS 489.481)

1. The following fees for the issuance and renewal of a license will be charged:
 - (a) Biennially, for a license as a dealer..... \$600
For each additional officer or partner..... 150
Biennially, for each branch office..... 150
 - (b) Biennially, for a license as a limited dealer..... 200
 - (c) Biennially, to do business as a manufacturer of manufactured homes, mobile homes, commercial coaches or travel trailers..... 750
 - (d) Biennially, for ~~for a rebuilder's license~~..... ~~500~~
~~For~~ each additional officer or partner..... 150
Biennially, for each branch office..... 150
 - (e) Biennially, for a ~~serviceman's or an installer's~~ *general serviceman's or specialty serviceman's* license..... 200
For each additional officer or partner..... 150
Biennially, for each ~~serviceman's or installer's~~ *general serviceman's or specialty serviceman's* branch office..... 150
 - (f) Biennially, for a license as a salesman of manufactured homes, mobile homes or commercial coaches..... 100
 - (g) Biennially, for a responsible managing employee's license..... 150
 - (h) For each examination of an applicant for a license..... 50
 - (i) For a change of address by a licensee..... 50
 - (j) For a change of name by a licensee..... 50
 - (k) To activate a license from inactive or suspended status..... 100
2. If a licensee fails to apply for the renewal of his license before the license expires, he must pay a fee equal to one and one-half times the fee otherwise required for renewal. If a licensee does not apply for the renewal of his license within 30 days after the license expires, he must retake and pass the applicable oral or written examination and submit the application and all of the fees required for an original license.
3. The Division may collect a fee from any licensee who is involved in a complaint from a consumer to recover the costs of investigating and hearing the complaint. The fee will be based upon the rates established in this section.

Sec 23. Chapter 489 of NAC is hereby amended to read as follows:

NAC 489.370 Additional fees for original application. (NRS 489.481) In addition to the fees for a license required by the provisions of NAC 489.360, the Division will charge the following fees for processing an original application for a license:

1. As a dealer..... \$400
For each additional officer or partner..... 100
For each branch office..... 100
2. As a limited dealer..... \$100
3. To do business as a manufacturer of manufactured homes, mobile homes, commercial coaches or travel trailers..... \$500

4. As a rebuilder.....	..... \$250
For each additional officer or partner.....	..... 100
For each branch office.....	..... 100
5. As a [serviceman or installer] general serviceman or specialty serviceman.....	..... \$100
For each additional officer or partner.....	..... 100
For each branch office.....	..... 100
6. As a salesman.....	..... \$25
7. As a responsible managing employee.....	..... \$100

Sec 24. Chapter 489 of NAC is hereby amended to read as follows:

NAC 489.380 Certificates and labels; inspections; miscellaneous fees. (NRS 489.481)

1. The Division will charge the following fees:	
(a) For each certificate and label of compliance.....	.... \$100.00
(b) For each certificate and label of installation.....	..... 50.00
For each permit for installation, alteration or reconstruction	10.00
(c) For each original or duplicate certificate of ownership [issued].....	..... 40.00
	..... 50.00
(d) For each notice of conversion of real property [issued]	40.00
(e) For a replacement of a:	
(1) Label of compliance.....	..... 100.00
(2) Label of installation.....	..... 50.00
(3) License.....	..... 50.00
(f) For the inspection and approval of a set of plans:	
For the first hour.....	..... 75.00
For each additional half hour or fraction thereof.....	..... 37.50
(g) For the inspection and approval of a modification of an approved plan, per hour or fraction thereof.....	..... 75.00
(h) For considering and approving a system of construction.....	500.00
[(i)] (i) For the inspection at the site and approval of the installation of:	
(1) A commercial coach with a plumbing system, a manufactured home or a mobile home if the inspection is conducted within 25 miles of the inspector's station of duty .....	..... 120.00
(2) A commercial coach without a plumbing system if the inspection is conducted within 25 miles of the inspector's station of duty.....	..... 80.00
[(j)] (j) For the reinspection and approval of the installation of a manufactured home, mobile home or commercial coach, in addition to the original fee for inspection.....	..... 80.00
[(k)] (k) For inspection or reinspection at the site of a manufactured home, mobile home, mobile home park, commercial coach or travel trailer, or of the installation of a device which burns solid fuel or for any other inspection or service for which a fee is not prescribed:	
For the first hour.....	..... 80.00
For each additional half hour or fraction thereof.....	..... 40.00

(l) (l)	For an inspection of a plant used to manufacture manufactured homes, commercial coaches or travel trailers.....	750.00
(m) (m)	For each search conducted to determine title.....	15.00
(n) (n)	For the sale of printed material: For each page of a copy.....	0.25
	For each study guide for an examination.....	15.00
	For each copy of a regulation.....	5.00
	<i>For each copy of the Nevada Manufactured Home, Mobile Home and Commercial Coach Installation Standards</i>	15.00
(o) (o)	For filing a lien or an amended lien asserted upon a manufactured home, mobile home or commercial coach.....	40.00
(p) (p)	For collecting a fee after a check given for payment is dishonored.....	35.00
(q) (q)	For the inspection and approval of a set of plans for an attachment pursuant to NAC 489.470: For the first hour.....	75.00
	For each additional half hour or fraction thereof.....	37.50
(r) (r)	For filing an affidavit of the sale of a manufactured home, mobile home or commercial coach to satisfy a lien.....	40.00
(s) (s)	For recording the sale of a manufactured home, mobile home or commercial coach without the immediate transfer of the certificate of title or certificate of ownership.....	40.00
(t) (t)	For filing a notice or an amended notice of sale by auction of a manufactured home, mobile home or commercial coach.....	40.00
(u) (u)	For a copy of the monthly report prepared by the Division on the record of sales of a dealer.....	75.00
(v) (v)	For a list of the certificates of ownership issued by the Division for a period of: Less than 2 years.....	75.00
	Two years but not more than 5 years.....	150.00
	More than 5 years.....	375.00
(w) (w)	For a list of all licenses issued by the	75.00

Division.....

~~[(w)]~~ (x) For a list of all mobile home parks or for a *rent* history of a mobile home park..... 75.00

2. For each inspection or reinspection conducted more than 25 miles from the inspector's station of duty, the Division will charge, in addition to the fee listed, the inspector's:

(a) Actual expenses for *time and* travel. ~~[(b)]~~

~~—(b) Salary; and~~

~~—(c) Allowance for per diem.]~~

3. The Division will collect a fee for the sale of reports not listed in subsection 1 based upon the cost to the Division to produce those reports, plus a minimum fee for handling of \$40 for the first report.

4. The Division will collect a fee for inspection, pursuant to a schedule established by the Secretary of Housing and Urban Development, from each manufacturer of manufactured homes who has a plant located in this state. The Division will pay the fee to the Secretary of Housing and Urban Development.

Sec 25. Chapter 489 of NAC is hereby amended to read as follows:

NAC 489.390 Refundability. (NRS 489.481) The fees charged by the Division are not refundable unless:

1. The Division has not incurred the expense for which the fee was charged, *or*;

2. ~~[(The fee was paid in error; or~~

~~—3.)~~ A written request for refund which is justifiable is submitted to the Division *within one year*.

Sec 26. Chapter 489 of NAC is hereby amended to read as follows:

NAC 489.405 Certificate of installation and matching label required for occupancy; provision of certificate to purchaser. (NRS 489.251, 489.591, 489.597)

1. No manufactured home, mobile home or commercial coach that is moved from one location to another may be occupied as a dwelling unit or otherwise unless a certificate of installation and a matching label has been issued certifying that the manufactured home, mobile home or commercial coach has been installed in accordance with NAC 489.400 to ~~[(489.455)]~~ **489.410**, inclusive.

2. A dealer shall provide the original copy of the certificate of installation to each purchaser of a new manufactured home within 15 days after it has been inspected and approved.

Sec 27. Chapter 489 of NAC is hereby amended by adding thereto a new section to read as follows:

Adoption by reference of standards for installation of manufactured homes, mobile homes, and commercial coaches. (NRS 489.231, NRS 489.251, NRS 489.261, NAC 489.175)

1. The Division hereby adopts by reference: The Nevada Manufactured Home, Mobile Home and Commercial Coach Installation Standards (2005 edition), and each subsequent edition, is adopted for manufactured homes, mobile homes and commercial coaches except where those standards would conflict with federal mobile home safety and construction standards. These standards may be purchased from the State of Nevada Manufactured Housing Division offices at 2501 East Sahara Avenue Suite 204, Las Vegas 89104, and 901 South Stewart Street Suite 1003, Carson City NV 89701, at a price of \$15.

2. As used in this section, subsequent edition means an edition which has been filed with the Secretary of State and is available for inspection at the offices of the Division.

Sec 28. Chapter 489 of NAC is hereby amended by adding thereto a new section to read as follows:

Issuance and renewal of permits for the installation, design, approval or modification of manufactured homes, mobile homes or commercial coaches. (2005 SB381, NRS 489.481, NRS 489.381)

- 1. Fees for permits are established in NAC 489.380.*
- 2. The Division shall develop written requirements and procedures for the following:*
 - (a) The requirements and procedures for applying for and renewing a permit;*
 - (b) The criteria for determining whether to issue or renew a permit;*
 - (c) The grounds for revocation and the requirements for reinstatement of a permit; and*
 - (d) The procedures for the enforcement of a system for issuing and renewing permits*
- 3. Failure to comply with the permit requirements will result in disciplinary action pursuant to NRS 489.381.*

Sec 29. NAC 489.410, 489.415, 489.420, 489.425, 489.435, 489.440, 489.445, 489.450 and 489.455 are hereby repealed.

~~[— NAC 489.410 Installation in accordance with manufacturer's instructions; alternative. (NRS 489.251)~~

~~—1. All new manufactured homes must be installed in accordance with the manufacturer's instructions.~~

~~—2. All used manufactured homes, mobile homes and commercial coaches must be installed in accordance with the manufacturer's instructions or in accordance with the provisions of NAC 489.400 to 489.455, inclusive.~~

~~—3. All manufacturers of mobile homes and commercial coaches shall submit to the Division approved copies of their installation instruction manual.~~

~~—NAC 489.415 Manufacturer's instructions on stabilizing system. (NRS 489.251)~~

~~—1. Installation instructions supplied by the manufacturer of the manufactured home or commercial coach specifying the location and capacity of stabilizing devices must be used. If the use of perimeter stabilizing systems is suggested in the manufacturer's instructions, such systems must be used.~~

~~—2. If a manufactured home, mobile home or commercial coach is installed pursuant to the manufacturer's installation instructions, the instruction manual must be delivered to the manufactured home, mobile home or commercial coach owner by the dealer[or installer].~~

~~—NAC 489.420 State requirements for installing stabilizing systems: Footings and piers. (NRS 489.251) All used manufactured homes, mobile homes or commercial coaches not installed pursuant to the manufacturer's installation instruction must be installed according to this section and NAC 489.425:~~

~~—1. Footings must be constructed of:~~

~~—(a) Precast or poured in-place concrete, not less than 16 inches by 16 inches by 4 inches;~~

~~—(b) Two concrete pads 4 inches by 8 inches by 16 inches installed side by side; or~~

~~—(c) Other materials and sizes approved by the Division which provide equivalent load bearing capacity and resistance to decay or when justified by soil compaction analysis.~~

~~—2. Steel piers sufficient to carry the weight of the manufactured home, mobile home or commercial coach must be installed under the supporting frame, spaced at a distance not exceeding 6 feet on center, with the end piers not farther than 2 feet from the end of the manufactured home, mobile home or commercial coach. No steel pier may be used unless it has been approved by the Division and has a minimum 3,000 pounds of compressive strength.~~

~~—3. Concrete, cinder or pumice block piers sufficient to carry the weight of the manufactured home, mobile home or commercial coach must be installed under the supporting frame, spaced at a distance not exceeding 6 feet on center, with the piers not further than 2 feet from the end of the manufactured home, mobile home or commercial coach. Concrete, cinder or pumice block piers must be constructed of blocks 8 inches by 8 inches by 16 inches. The cells of the blocks must be vertical and placed perpendicular (crosswise) to the main frame. All block piers must be topped with a solid wood cap measuring 8 inches by 16 inches by 2 inches nominal size, or with other material approved by the Division. No other material will be approved unless it provides equivalent load bearing capacity and resistance to decay.~~

~~—4. Block piers more than 40 inches but not more than 80 inches in height must be constructed by using double tiers with interlocking concrete, cinder or pumice blocks. Block piers more than 60 inches in height must be constructed of concrete, cinder or pumice blocks laid in mortar with 1/2-inch reinforcing steel bars inserted vertically and the cells of the blocks poured solid with concrete.~~

~~**—NAC 489.425 State requirements for installing stabilizing systems: Anchoring and tie downs. (NRS 489.251)**~~

~~—1. Any manufactured home or mobile home which is 14 feet or less in width must be anchored and tied down according to tie down and anchoring requirements specified by the manufacturer or the anchoring and tie down requirements provided in this subsection and subsection 2.~~

~~—2. The ground anchor system requirements for manufactured homes, mobile homes or commercial coaches are:~~

~~—(a) Any manufactured home, mobile home or commercial coach 60 feet or less in length must have three ground anchors per side. The first ground anchor must be located with no more than 6 feet of open-end spacing from the front wall. The second ground anchor must be located at the center of the manufactured home, mobile home or commercial coach. The third ground anchor must be located with no more than 6 feet of open-end spacing from the rear wall.~~

~~—(b) Manufactured homes, mobile homes or commercial coaches greater than 60 feet in length must have ground anchors located not more than 24 feet on center from the front wall first stud or first crossmember. There may be no more than 6 feet of open-end spacing provided at the rear end unless additional ground anchors are installed.~~

~~—(c) Each ground anchor for manufactured homes, mobile homes or commercial coaches must be designed with a holding power of at least 4,750 pounds.~~

~~—(d) Ground anchors must have weathering deterioration resistance equivalent to that provided by a coating of zinc.~~

~~—(e) Ground anchors for diagonal ties must be provided with each vertical tie down.~~

~~—3. The requirements for tie down systems are:~~

~~—(a) Manufactured homes, mobile homes or commercial coaches of 60 feet or less in length must have three tie downs per side. The first tie down must begin at the front wall with no more than 6 feet of open end spacing from the front wall. The second tie down must be located at the center of the manufactured home, mobile home or commercial coach. The third tie down must be located with no more than 6 feet of open end spacing from the rear wall.~~

~~—(b) Manufactured homes, mobile homes or commercial coaches more than 60 feet in length must have tie downs located not more than 24 feet on center beginning from the front wall stud or first crossmember. No more than 6 feet of open end spacing is allowed at the rear.~~

~~—(c) Tie downs must be designed to withstand 4,750 pounds without failure.~~

~~—(d) Straps must be at least 1 1/4 inches by .035 inches thick cold rolled heat treated, hot dipped galvanized. If cables are used, they must be galvanized steel cables no less than 7/32 inches or galvanized aircraft cable 1/4 inches minimum diameter and there must be at least three cable clamps with nuts on the live side of the cable. Turnbuckles must be closed eye drop forged and have the breaking strength equal to that of the cable.~~

~~—**NAC 489.435 Electrical system.** (NRS 489.251, 489.591)~~

~~—1. All metal parts of a manufactured home, mobile home or commercial coach must be grounded by connection to the grounding bus of the distribution panelboard in the manufactured home, mobile home or commercial coach. The grounding bus must be grounded through the green insulated conductor in the supply cord or feeder wiring to the service ground in the service entrance equipment or, if the bus cannot be properly grounded to the service entrance equipment, it must be connected to a properly installed grounding rod which is at least 6 feet long. The frame of the manufactured home, mobile home or commercial coach and the frames of appliances may not be connected to the neutral conductor of the power supply to the mobile home. Grounding conductors must be No. 6 copper wire or equivalent.~~

~~—2. Whenever the load of the electrical system of the manufactured home, mobile home or commercial coach is more than 50 amperes, a flexible metal conduit approved by the Division or the manufacturer must be used to connect the electrical system to the on-site power supply. The flexible conduit may be used above the ground only and must be easily accessible for operation, renewal, inspection and removal. The conduit must be wrapped with approved weather resistant material in any area where the Division or a local governing agency determines that soil conditions create serious corrosion problems. An electrical, rigid, metal or PVC conduit may be used to run underground from the on-site power supply to underneath the manufactured home, mobile home or commercial coach terminating not less than 6 inches nor more than 12 inches above ground level. A minimum of 3 feet of flexible conduit must be used from the end of the rigid conduit to the manufactured home, mobile home or commercial coach distribution panel with an approved junction box or connectors.~~

~~—3. When the load of the electrical system of the manufactured home, mobile home or commercial coach is 50 amperes or less, a flexible supply cord molded of butyl rubber, neoprene or other material approved by a recognized testing laboratory may be used to connect the electrical system of the manufactured home, mobile home or commercial coach to the on-site power supply.~~

~~—4. Branch circuits of a manufactured home, mobile home or commercial coach must pass one of the following tests before a certificate of installation and label will be issued. The outside main circuit breaker, which controls electrical power to the manufactured home, mobile home or commercial coach, must be in the off position, and the neutral or white wire must be~~

~~disconnected in the manufactured home, mobile home or commercial coach panel before the continuity or megohmmeter test is performed. The tests must be conducted as follows:~~

~~—(a) The continuity test must be made with all interior branch circuit switches, circuit breakers and switches controlling individual outlets, fixtures and appliances in the “on” position. The test must be made by connecting one lead of the test instrument to the grounding conductor of the manufactured home, mobile home or commercial coach at the point of supply to the feeder assembly and applying the other lead to each of the supply conductors, including the neutral conductor. There must be no evidence of a connection between any supply conductor and the grounding conductor. In addition, each noncurrent-carrying metal part of electrical equipment in the manufactured home, mobile home or commercial coach, including fixtures and appliances, must be tested to determine continuity between the part and the equipment grounding conductor.~~

~~—(b) The electrical wiring of the manufactured home, mobile home or commercial coach must be subjected to a 500-volt dielectric test using a megohmmeter. Each phase leg and neutral leg must be tested to ground. All branch circuits must be in the “on” position and all switches in the “off” position. All appliances including smoke detectors must be disconnected from receptacles during the test. This test will determine the insulation resistance of all circuits and conductors. The neutral wire must be reconnected before the main breaker is turned on.~~

~~—**NAC 489.440 Gas system.** (NRS 489.251, 489.591)~~

~~—1. The requirements for installation of a gas system are:~~

~~—(a) An approved flexible connector is required between the gas supply and the inlet of a manufactured home, mobile home or commercial coach equipped with natural or liquefied petroleum gas appliances.~~

~~—(b) When the distance between the gas supply outlet and the inlet of the manufactured home, mobile home or commercial coach exceeds 6 feet, rigid pipe and fittings which have been approved by the supplier or by the appropriate city and county officials must be used between the flexible connector and the gas supply outlet.~~

~~—(c) Each manufactured home, mobile home or commercial coach must have an approved accessible gas shutoff valve within 6 feet of the manufactured home, mobile home or commercial coach. The shutoff valve must not be located under the manufactured home, mobile home or commercial coach.~~

~~—(d) The gas supply inlet of the manufactured home, mobile home or commercial coach must extend at least 3 inches but not more than 6 inches beyond the exterior wall of the manufactured home, mobile home or commercial coach.~~

~~—(e) All exterior openings around piping, ducts, plenums or vents must be sealed to prevent the entrance of rodents.~~

~~—2. The gas system must be tested before a certificate of installation and matching label may be issued. The test is conducted with all appliances connected to the piping system and the entire system pressurized to at least 10 inches but not more than 14 inches water column. The pressure must be measured with a manometer for at least 10 minutes without a drop in pressure.~~

~~—**NAC 489.445 Fireplace.** (NRS 489.261) Factory-built fireplaces and stoves which burn solid fuel may be installed in manufactured homes or mobile homes provided their installation conforms to the following requirements:~~

~~—1. The fireplace or stove is approved or listed for use in a manufactured home or mobile home.~~

- ~~— 2. A fireplace or stove does not take the place of the normal heating unit or furnace of the manufactured home or mobile home.~~
- ~~— 3. The fireplace or stove is equipped with an integral door or shutter designed to close the fireplace or stove fire chamber opening.~~
- ~~— 4. There is a complete means for venting through the roof with an approved, listed, factory-built chimney designed to attach directly to the fireplace or stove. The chimney must be equipped with and contain as part of its listing a termination device and a spark arrester.~~
- ~~— 5. The chimney must extend at least 3 feet above the part of the roof through which it passes and at least 2 feet above any part of the roof within 10 feet of the chimney. Portions of the chimney terminating more than 13 1/2 feet above the ground level may be designed to be removed for transporting the manufactured home or mobile home. Chimneys must be installed in conformance with manufacturers' or approved, listed, instructions.~~
- ~~— 6. The fireplace or stove must contain a combustion air inlet which conducts the combustion air directly to the area beneath the manufactured home or mobile home. The combustion air inlet must be installed in conformance with manufacturers' or approved, listed, instructions.~~
- ~~— 7. Hearth extensions must be made of noncombustible material not less than 3/8 inch thick and must extend at least 16 inches in front and 8 inches beyond each side of the fireplace or stove. The hearth must also cover the entire surface beneath the fireplace or stove and beneath an elevated or over-hanging fireplace.~~
- ~~— 8. The fireplace or stove may not be installed in a sleeping area.~~
- ~~— 9. The fireplace or stove must be labeled "For Installation in Manufactured Homes" or "For Installation in Mobile Homes" and "For Use With Solid Fuel Only" or similar language.~~

~~— **NAC 489.450 Plumbing system.** (NRS 489.251, 489.591)~~

- ~~— 1. Each manufactured home, mobile home or commercial coach must be connected to the water system outlet by semirigid tubing, such as copper tubing, or by a flexible connector of a size that will provide an adequate supply of water to the unit. Provisions must be made to prevent freezing of service lines, pipes and valves.~~
- ~~— 2. The potable plumbing system must be tested before a certificate of installation and matching label are issued. The test is conducted with all fixtures shut off and the manufactured home, mobile home or commercial coach connected to the water source and pressurized with constant pressure maintained for 15 minutes without a leak.~~

~~— **NAC 489.455 Sewage collection system.** (NRS 489.251, 489.591)~~

- ~~— 1. All pipe used for sewer connections between a manufactured home, mobile home or commercial coach and the inlet must be semirigid, approved pipe of not less than ABS schedule 40, corrosive resistant, nonabsorbent and durable. The inner surface must be smooth. The outlet of the manufactured home, mobile home or commercial coach and the inlet of the sewage collection system must have a nominal inside diameter of at least 3 inches. The lateral lines from the outlet of the manufactured home, mobile home or commercial coach to the inlet of the public sewage collection system must slope at least 1/4 inch per foot. The sewage connection between the outlet of the manufactured home, mobile home or commercial coach to the inlet of the public sewage collection system must be sealed with a rubber coupler or a semirigid coupler approved by the appropriate public health agency.~~
- ~~— 2. After the potable plumbing system and the sewage collection system are installed and the potable plumbing system is tested, all systems must be given a static test before a certification of~~

~~installation and a matching label are issued. The sewage collection system must be visually inspected for leaks.]~~

Sec 30. Chapter 489 of NAC is hereby amended to read as follows:

NAC 489.460 Definitions. (NRS 489.261) As used in NAC 489.460 to 489.485, inclusive:

1. “Attached” means the fastening of *any structure including but not limited to* an awning, carport, steps or porch to a manufactured home or mobile home in such a manner that it *is dependent upon the manufactured home or mobile home for any part of its structural support.*~~;~~

~~—(a) Is dependent upon the manufactured home or mobile home for any part of its structural support; and~~

~~—(b) May be removed with any household tool without degrading the structural integrity of the manufactured home or mobile home.]~~

2. “Manufactured home” has the meaning ascribed to it in NRS 489.113.

3. “Mobile home” has the meaning ascribed to it in NRS 489.120.

Sec 31. NAC 489.465 is hereby repealed.

~~[NAC 489.465 Adoption of standards by reference. (NRS 489.231, 489.241, 489.261) The Division hereby adopts by reference~~

~~—1. Sections 2-5, 2-5.1.1, 2-5.1.3, 2-5.2.1 and 2-6.2.5 of chapter 2 of the NCSBCS Standard for Manufactured Home Installations, NCSBCS A225.1, 1987 edition. A copy of the publication may be obtained from the Manufactured Housing Division, State Mail Room, Las Vegas, Nevada 89158, or the National Conference of States on Building Codes and Standards, Inc., 505 Huntmar Park Drive, Suite 210, Herndon, Virginia 22070, for a price of \$25.~~

~~—2. The Uniform Building Code, 1991 edition. A copy of the publication may be obtained from the International Conference of Building Officials, 5360 South Workman Mill Road, Whittier, California 90601, for a price of \$59.]~~

Sec 32. Chapter 489 of NAC is hereby amended to read as follows:

NAC 489.470 Attachments to structure: Plan of attachment; Approval; compliance. (NRS 489.261)

1. A person shall not attach *any structure to a manufactured home or mobile home except* an awning, carport, steps or porch which is constructed of a light-weight metallic material *pursuant to NAC 489.475* ~~[to a manufactured home or mobile home unless]~~ *and which has first been approved by* ~~[first obtains the approval of]~~ the Division.

2. An application for approval *of an attachment* must be accompanied by two copies of the plan for the attachment. The Administrator shall keep a copy of the plan for at least 2 years after it is submitted to him. The Administrator shall approve or deny the application within 15 days after he receives it. *Approvals will be granted pursuant to codes adopted in NAC 489.175.*

3. Any structural element of an attached awning, carport, porch or steps must be constructed or installed in accordance with the plan approved by the Division.

Sec 33. Chapter 489 of NAC is hereby amended by adding thereto a new section to read as follows:

Freestanding room additions and alterations: Plan of additions and alterations; Approval; Compliance:(NRS 489.231, NRS 489.241, NRS 489.261)

1. A person or company shall not construct a freestanding room or garage addition for a manufactured or mobile home that is directly accessible from the home unless he first obtains approval of the division.

2. An application for the approval of a room or garage addition must be accompanied by two copies of the plan for the work to be completed. The plan must contain all documents as required by the division's submission application package and as required by local building departments or jurisdictions. The administrator shall keep a copy of the plan for at least 2 years after it is submitted.

3. A person or company shall not make alterations to, or reconstruct, the structural, electrical, mechanical, roofing or plumbing systems of a manufactured/mobile home without first obtaining the approval of the division and obtaining permits, inspections and compliance labels as applicable.

4. All additions and alterations must be constructed in accordance with the plan approved by the Division and any applicable local jurisdiction.

Sec 34. Chapter 489 of NAC is hereby amended to read as follows:

NAC 489.775 Limited resale license: General requirements; change in name or address of mobile home park. (NRS 489.336, 489.481)

1. Before a landlord or manager of a mobile home park may sell a used mobile home or manufactured home described in subsection 2 of NRS 489.336, the landlord or manager must obtain a limited resale license from the Division. Such a license may be obtained by applying to the Division using a form supplied by the Division. Except as otherwise provided in this section, in addition to completing the application, the applicant must submit with the application:

- (a) A fee of \$35;
- (b) A recent color photograph of the applicant;
- (c) A copy of the business license issued for the mobile home park where the used mobile home or manufactured home to which the limited resale license will apply is located;
- (d) Proof that the applicant has complied with any applicable provision of NRS 118B.086 to 118B.089, inclusive, and 489.323;
- (e) An affidavit stating that the applicant:
 - (1) Owns or leases the mobile home park, if the applicant is the landlord of the mobile home park; or
 - (2) Is an employee of the landlord and has the permission of the landlord to sell the used mobile home or manufactured home, if the applicant is the manager of the mobile home park;
- (f) A copy of the certificate of title or certificate of ownership of the used mobile home or manufactured home; and
- (g) Any other information that the Division deems necessary.

2. An applicant for a limited resale license must submit to the Division proof that the landlord of the mobile home park where the used mobile home or manufactured home to which the limited resale license will apply is located has obtained a surety bond in the amount of \$5,000 from a surety authorized to do business in this state. The surety bond:

- (a) Must be made payable to the State of Nevada;
- (b) Must provide for a period for submitting a claim which is 3 years or less;
- (c) Must include a provision prohibiting cancellation of the surety bond unless the surety provides written notice to the Division not less than 30 days before the cancellation becomes effective; and

(d) Must be used exclusively for the protection and benefit of a purchaser of a used mobile home or manufactured home who obtains a judgment against the licensee in an action for fraud, misrepresentation or deceit.

3. Except as otherwise provided in subsection 4, an applicant who submits an application for a limited resale license to the Division within 2 years after submitting a previous application for such a license is not required to submit a photograph of himself or a copy of the business license for the manufactured home park where the used mobile home or manufactured home to which the limited resale license will apply is located.

4. If a landlord or manager of a mobile home park has applied for or holds a limited resale license and the landlord of the mobile home park changes the name or address of the mobile home park, the landlord or manager shall submit to the Division a copy of the business license which indicates the new name or address of the mobile home park not later than 10 days after the local government issues such a business license.

5. Any person who wishes to apply for an original and/or for a renewal limited resale license must provide the Division with proof of a minimum 1 hour of continuing education related to sales and ethical requirements of NRS and NAC 489.

Sec 35. Chapter 489 of NAC is hereby amended to read as follows:

NAC 489.790 Form of contract for sale; statutory liens; implied warranty. (NRS 489.231, 489.336, *AB 427 section 33*)

1. A licensee shall use the form prescribed by the Division ~~[pursuant to NAC 489.232]~~ for the sale of a used mobile home or manufactured home by the licensee pursuant to NRS 489.336.

2. The sale of a used mobile home or manufactured home by a licensee pursuant to NRS 489.336 must comply with the provisions of NRS 108.265 to 108.360, inclusive.

3. A landlord of a mobile home park is subject to the provisions of NRS 489.751 for each sale of a used mobile home or manufactured home by a licensee.

Sec 36. Chapter 489 of NAC is hereby amended to read as follows:

NAC 489.795 Sale by licensee other than dealer~~[or-rebuilder]~~. (NRS 489.231, 489.336) If a used mobile home or manufactured home is sold by a licensee who is not a dealer~~[or-rebuilder]~~:

1. The licensee must satisfy the requirements set forth in NRS 489.521; and

2. The Division will not issue a certificate of ownership of a used mobile home or manufactured home until the county assessor of the county in which the used mobile home or manufactured home is located at the time of sale satisfies the requirements set forth in NRS 489.531.

Sec 37. Chapter 461 of NAC is hereby amended to read as follows:

NAC 461.010 Applicability of chapter.

1. This chapter applies to the design and construction of any factory-built housing, manufactured building or modular component, other than a mobile home, *manufactured home or commercial coach*, which is:

(a) *Built in compliance with the requirements of chapter 461 of NRS and intended to* ~~[To]~~ be installed on a building site within the State of Nevada *permanently affixed to land as an improvement to real estate*; and

(b) Manufactured at one location to be installed at another.

2. This chapter does not apply to any building or component which may be substantially inspected during its installation at the job site.

Sec 38. Chapter 461 of NAC is hereby amended to read as follows:

NAC 461.020 Definitions. As used in this chapter, unless the context otherwise requires:

1. “Administrator” means the Administrator of the Division.
2. “Division” means the Manufactured Housing Division of the Department of Business and Industry.
3. “Modular component” has the meaning ascribed to it in NRS 461.145.
4. “Manufacturer” means a manufacturer of factory-built housing, manufactured buildings or modular components.
5. “Technical codes” means the codes adopted by NRS 461.170.

6. *“Third Party” means a company or person that is in the business of doing plan reviews or inspections for manufacturers, that is not affiliated with the manufacturer or a company that supplies any other service or product to the industry and that is approved by the Division.*

Sec 39. Chapter 461 of NAC is hereby amended to read as follows:

NAC 461.100 Application for approval.

1. To obtain approval of his system of construction and his plan for the approved system of construction for factory-built housing, manufactured buildings or modular components, a manufacturer must submit an application on a form obtainable from the Division.

2. The application must be accompanied by:

- (a) The appropriate fees.
- (b) Except as provided in subsection 3, two sets of plans drawn to scale with sufficient clarity and detail to indicate the nature and scope of the work proposed. *The plans must be stamped by a Nevada Registered Design Professional and must have been submitted and approved for a structural review by a third party plan review company.* If the proposed work is of unusual shape, size or complexity, the Division will require additional information, such as specifications and engineering calculations.

(c) Two copies of a manual for assurance of quality. The manual must include the name of the owner or responsible employee, the name of the inspector who will control quality, the name of the supervisor of production, and a list of the procedures to be used for inspections, tests, control of quality and keeping of records.

3. The Administrator may waive the requirement for submission of plans, specifications, engineering calculations and other data if he finds that, because of the nature of the proposed work, his examination of such detailed material is not necessary to ensure the manufacturer’s compliance with this chapter.

Sec 40. Chapter 461 of NAC is hereby amended to read as follows:

NAC 461.110 Procedure upon submission of application.

1. The Administrator *or an approved third party* will, in a timely manner, examine an application, plans and other data filed by an applicant.

2. If the Administrator *or an approved third party* finds that the work described in an application and plans essentially conforms to the requirements of the technical codes and this chapter, he will note on the plans or a separate sheet of paper any corrections required and will endorse or stamp the application and plans as “APPROVED.” The Division will return one set of

the approved documents to the applicant for use at the manufacturing site as evidence of their approval.

Sec 41. Chapter 461 of NAC is hereby amended to read as follows:

NAC 461.120 Approval of alternative materials and methods of construction.

1. To the extent that the technical codes adopted by NRS 461.170, *NRS 461.175 and NAC 461.205* do not prohibit a manufacturer's use of other material or methods of construction than those specifically prescribed in the codes, a manufacturer may use an alternative material or method if its use is approved in advance by the Administrator.

2. The Administrator *or an approved third party* will approve such an alternative use if he finds that:

(a) The proposed design is satisfactory and complies with the provisions of the technical codes; and

(b) The material, method or work will be equal to or better than that prescribed in the technical codes in suitability, strength, effectiveness, fire resistance, durability, safety and sanitation.

3. A manufacturer must present sufficient evidence to substantiate any claims that he makes to the Administrator regarding an alternative use.

4. The Division will keep in its files a record of the details of any action granting approval for an alternative use.

Sec 42. Chapter 461 of NAC is hereby amended to read as follows:

NAC 461.190 Changes to plans.

1. If the Administrator *or an approved third party* has approved a plan for a model of factory-built housing, a manufactured building or a modular component, the manufacturer may not make any substantial change to the structural design or the plumbing, heating or electrical equipment or systems in that model without the Administrator's *or the approving third party* prior approval of the proposed change.

2. The Administrator *or the approving third party* will consider a proposed change upon receipt of:

(a) A letter from the manufacturer in which the proposed change is described;

(b) Two sets of plans for the proposed change; and

(c) The applicable fee.

NOTE: Section 43 moved to R076-06.

Sec 43. Chapter 461 of NAC is hereby amended to read as follows:

NAC 461.205 Adoption by reference of codes.

~~[— 1. The following codes, in the form most recently published before October 1, 1994, are hereby adopted by reference:~~

~~—(a) The Uniform Housing Code, as adopted by the International Conference of Building Officials;~~

~~—(b) The Uniform Building Code, as adopted by the International Conference of Building Officials;~~

~~—(c) The Uniform Plumbing Code, as adopted by the International Association of Plumbing and Mechanical Officials;~~

- ~~— (d) The Uniform Mechanical Code, as adopted by the International Conference of Building Officials and the International Association of Plumbing and Mechanical Officials;~~
- ~~— (e) The National Electrical Code, as adopted by the National Fire Protection Association; and~~
- ~~— (f) The Uniform Building Code, Dangerous Building, as adopted by the International Conference of Building Officials.~~
- ~~— 2. A copy of the National Electrical Code may be obtained from the National Fire Protection Association, 1 Battery March Park, Quincy, Massachusetts, 12269, for \$37.50. All other codes described in subsection 1 may be obtained from the International Conference of Building Officials, 4360 Workman Mill Road, Whittier, California, 90601, for the following prices:~~
 - ~~— (a) The Uniform Housing Code..... \$12.65~~
 - ~~— (b) The Uniform Building Code..... 173.90~~
 - ~~— (c) The Uniform Plumbing Code..... 49.90~~
 - ~~— (d) The Uniform Mechanical Code..... 44.65~~
 - ~~— (e) The Uniform Building Code, Dangerous Building—12.65]~~

The Division hereby adopts by reference:

1. The 2003 International Building Code published by the International Code Council with the following exceptions:

(a) References to the International Plumbing Code are replaced with references to the 2003 Uniform Plumbing Code; and

(b)References to the International Electrical Code are replaced with references to the 2002 National Electrical Code.

(c) References to the International Mechanical Code are replaced with references to the 2003 Uniform Mechanical Code.

This code may be obtained from the International Code Council, 5203 Leesburg Pike, Suite 600, Falls Church, Virginia 22041-3401, or at the Internet address <http://www.iccsafe.org/>, at a price of \$65 for members and \$86 for nonmembers.

2. The 2003 International Residential Code published by the International Code Council with the following exceptions:

(a) References to the International Plumbing Code are replaced with references to the 2003 Uniform Plumbing Code; and

(b)References to the International Electrical Code are replaced with references to the 2002 National Electrical Code.

(c) References to the International Mechanical Code are replaced with references to the 2003 Uniform Mechanical Code.

This code may be obtained from the International Code Council, 5203 Leesburg Pike, Suite 600, Falls Church, Virginia 22041-3401, or at the Internet address <http://www.iccsafe.org/>, at a price of \$45 for members and \$60 for nonmembers.

3. The 2002 National Electrical Code published by the National Fire Protection Association.

This code may be obtained from the National Fire Protections Association, 11 Tracy Drive, Avon, Massachusetts 02322, or at the Internet address <http://www.nfpa.org>, at a price of \$67.50 for members and \$75 for nonmembers.

4. The 2003 Uniform Plumbing Code published by the International Association of Plumbing and Mechanical Officials. This code may be obtained from the International Association of Plumbing and Mechanical Officials, 5001 East Philadelphia Street, Ontario, California 91761-2816, or at the Internet Address <http://www.iapmo.org/>, at a price of \$64 for members and \$89 for nonmembers.

5. *The 2003 Uniform Mechanical Code published by the International Association of Plumbing and Mechanical Officials. This code may be obtained from the International Association of Plumbing and Mechanical Officials, 5001 East Philadelphia Street, Ontario, California 91761-2816, or at the Internet Address <http://www.iapmo.org/>, at a price of \$64 for members and \$89 for nonmembers.*
6. *The Americans with Disabilities Act published by the United States Department of Justice. This publication may be obtained from the Office of Americans with Disabilities Act Civil Rights Division, United States Department of Justice, Washington, D.C. 20530, free of charge.*
7. *NFPA 101: Life Safety Code, 2003 Edition, published by the National Fire Protection Association. The code may be obtained from the National Fire Protection Association, 11 Tracy Drive, Avon, Massachusetts 02322, or at the Internet address <http://222.nfpa.org/>, at a price of \$55.80 for members and \$62 for nonmembers.*
8. *The 2003 International Energy Conservation Code published by the International Code Council. This code may be obtained from the International Code Council, 5203 Leesburg Pike, Suite 600, Falls Church, Virginia 22041-3401, or at the Internet address <http://www.iccsafe.org>, at a price of \$22 for members and \$29 for nonmembers.*

Sec 44. Chapter 461 of NAC is hereby amended to read as follows:

NAC 461.320 Contracts for performance of inspections *and plan review*. If a manufacturer's units of factory-built housing, manufactured buildings or modular components are to be inspected by a government agency or a private agency, the manufacturer must submit to the Division:

1. A copy of the contract between the manufacturer and the government agency or private agency or a signed statement by an officer of the government agency or the private agency that such a contract exists;
 2. An explanation of the agreed method, scope and frequency of the inspections;
 3. An explanation of the procedure to be used to report the results of the inspections *or plan reviews* to the Division, including copies of the forms to be used for this purpose;
 4. An explanation of the procedure to be used to mark, record and ensure the correction of any variance from an approved plan; and
 5. *An explanation of the procedure the plan reviewer will follow and a copy of the document he will use to certify that the plans comply with the adopted codes and regulations.*
- ~~[5.]~~ 6. An explanation of the procedure the inspector will follow and a copy of the document he will use to certify that the unit, building or component complies with an approved plan and the applicable regulations.

Sec 45. Chapter 461 of NAC is hereby amended to read as follows:

NAC 461.330 Conditions for approval of private agency as an inspector *and/or plan reviewers*. The Administrator will not approve a private agency for performing the inspections unless the agency:

1. Is *certified by a nationally recognized association or equivalent and* in the business of inspecting factory-built housing, manufactured buildings ~~[and]~~, modular components *and construction drawings and specifications*;
2. Is free of any control by persons involved in the manufacture or supply of factory-built housing, manufactured buildings or modular components; and
3. Agrees to provide the Division with any pertinent information it requests.

Sec 46. Chapter 461 of NAC is hereby amended by adding thereto a new section to read as follows:

suggested NAC 461.335 Duties of a Plan Reviewer. (NRS 461.170, NRS 461.190)

- 1. A plan reviewer shall, for each set of plans and specifications submitted:***
 - (a) Verify the presence of a valid stamp from a Nevada Registered Engineer or Architect (design professional).***
 - (b) Verify compliance with the codes adopted pursuant to NAC 461.205.***
 - (c) Insure there are no hand-written additions or alterations to the structural or design requirements set forth by the design professional.***
 - (d) Apply an original stamp of approval that:***
 - (1) Specifically states the plans have been approved with the word "APPROVED".***
 - (2) Identifies the company issuing the approval***
 - (3) Bears a specific and unique approval number***
 - (4) Bears all additional stamps required by the Division.***
- 2. The plan reviewer shall submit one copy of the approved plans with the appropriate fee to the Division within a time frame prescribed by Division.***
- 3. The plan reviewer shall maintain one copy, physical or electronic, of all approved plans for a period of one year past the expirations date of the approval number. An approval number will expire upon the date of the adoption of new codes or code year.***
- 4. The plan reviewer must notify the Division and/or the appropriate regulatory board regarding any design professional having an excessive number of plans and specifications rejected without approval.***

Sec 47. Chapter 461A of NAC is hereby amended to read as follows:

NAC 461A.350 Adoption of standards by reference. (NRS 461A.090)

~~**1. The following publications, in the form most recently published before January 31, 1999, are hereby adopted by reference:**~~

- ~~**(a) The Uniform Housing Code, as adopted by the International Conference of Building Officials;**~~
- ~~**(b) The Uniform Building Code, as adopted by the International Conference of Building Officials;**~~
- ~~**(c) The Uniform Plumbing Code, as adopted by the International Association of Plumbing and Mechanical Officials;**~~
- ~~**(d) The Uniform Mechanical Code, as adopted by the International Association of Plumbing and Mechanical Officials;**~~
- ~~**(e) The National Electrical Code, as adopted by the National Fire Protection Association;**~~
- ~~**(f) The Uniform Code for the Abatement of Dangerous Buildings, as adopted by the International Conference of Building Officials; and**~~
- ~~**(g) Standard A1171.1 1998 (Guidelines for Accessible and Usable Buildings and Facilities), as adopted by the American National Standards Institute.**~~

~~**2. A copy of Standard A1171.1 1998 (Guidelines for Accessible and Usable Buildings and Facilities) may be obtained from the American National Standards Institute, 1819 L Street, N.W., 6th Floor, Washington, D.C. 20036, for \$25. All other publications described in subsection 1 may be obtained from the International Conference of Building Officials, 5360 Workman Mill Road, Whittier, California, 90601-2298, for the following prices:**~~

(a) The Uniform Housing Code.....	..... \$16.00
(b) The Uniform Building Code.....	..... 205.20
(c) The Uniform Plumbing Code.....	..... 64.00
(d) The Uniform Mechanical Code.....	..... 47.60
(e) The National Electrical Code..... 24.75
(f) The Uniform Code for the Abatement of Dangerous Buildings..... 16.00

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The Division hereby adopts by reference:

1. The 2003 International Building Code published by the International Code Council with the following exceptions:

(a) References to the International Plumbing Code are replaced with references to the 2003 Uniform Plumbing Code; and

(b) References to the International Electrical Code are replaced with references to the 2002 National Electrical Code.

(c) References to the International Mechanical Code are replaced with references to the 2003 Uniform Mechanical Code.

This code may be obtained from the International Code Council, 5203 Leesburg Pike, Suite 600, Falls Church, Virginia 22041-3401, or at the Internet address <http://www.iccsafe.org/>, at a price of \$65 for members and \$86 for nonmembers.

2. The 2003 International Residential Code published by the International Code Council with the following exceptions:

(a) References to the International Plumbing Code are replaced with references to the 2003 Uniform Plumbing Code; and

(b) References to the International Electrical Code are replaced with references to the 2002 National Electrical Code.

(c) References to the International Mechanical Code are replaced with references to the 2003 Uniform Mechanical Code.

This code may be obtained from the International Code Council, 5203 Leesburg Pike, Suite 600, Falls Church, Virginia 22041-3401, or at the Internet address <http://www.iccsafe.org/>, at a price of \$45 for members and \$60 for nonmembers.

3. The 2002 National Electrical Code published by the National Fire Protection Association. This code may be obtained from the National Fire Protections Association, 11 Tracy Drive, Avon, Massachusetts 02322, or at the Internet address <http://www.nfpa.org/>, at a price of \$67.50 for members and \$75 for nonmembers.

4. The 2003 Uniform Plumbing Code published by the International Association of Plumbing and Mechanical Officials. This code may be obtained from the International Association of Plumbing and Mechanical Officials, 5001 East Philadelphia Street, Ontario, California 91761-2816, or at the Internet Address <http://www.iapmo.org/>, at a price of \$64 for members and \$89 for nonmembers.

5. *The 2003 Uniform Mechanical Code published by the International Association of Plumbing and Mechanical Officials. This code may be obtained from the International Association of Plumbing and Mechanical Officials, 5001 East Philadelphia Street, Ontario, California 91761-2816, or at the Internet Address <http://www.iapmo.org/>, at a price of \$64 for members and \$89 for nonmembers.*
6. *The Americans with Disabilities Act published by the United States Department of Justice. This publication may be obtained from the Office of Americans with Disabilities Act Civil Rights Division, United States Department of Justice, Washington, D.C. 20530, free of charge.*
7. *NFPA 101: Life Safety Code, 2003 Edition, published by the National Fire Protection Association. The code may be obtained from the National Fire Protection Association, 11 Tracy Drive, Avon, Massachusetts 02322, or at the Internet address <http://222.nfpa.org/>, at a price of \$55.80 for members and \$62 for nonmembers.*
8. *The 2003 International Energy Conservation Code published by the International Code Council. This code may be obtained from the International Code Council, 5203 Leesburg Pike, Suite 600, Falls Church, Virginia 22041-3401, or at the Internet address <http://www.iccsafe.org>, at a price of \$22 for members and \$29 for nonmembers.*