

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

LCB File No. R192-05

(NOTE: Certain provisions originally intended to be included in this regulation have been split out and placed in LCB File No. R076-06.)

Effective September 18, 2006

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

AUTHORITY: §§1-13 and 15, NRS 461.170; §14, NRS 461.180; §§16 and 17, NRS 461A.090; §§18-20, 22-24, 28, 30-32, 34, 36, 37, 41-43, 45 and 58, NRS 489.231; §§21, 29 and 33, NRS 489.241; §25, NRS 489.756; §§26 and 50, NRS 489.251; §27, NRS 489.263; §35, NRS 489.285; §38, NRS 489.321; §§39 and 40, NRS 489.325; §44, NRS 489.601; §§46-49, NRS 489.481; §51, NRS 489.591; §§52-54, NRS 489.261; §§55 and 57, NRS 489.231 and 489.336; §56, NRS 489.231, 489.336 and 489.481.

A REGULATION relating to property; making various changes to provisions concerning the review and approval of a manufacturer's system of construction or plans for a model of factory-built housing, a manufactured building or a modular component; establishing certain requirements for third-party reviewers of such plans; adopting by reference certain codes and standards for mobile home parks; making various changes to certain provisions concerning manufactured homes, mobile homes, commercial coaches and accessory structures; prohibiting a person from installing, reconstructing or making an addition to a manufactured home, mobile home or commercial coach unless he first obtains a permit from the Administrator of the Manufactured Housing Division of the Department of Business and Industry; and providing other matters properly relating thereto.

Section 1. Chapter 461 of NAC is hereby amended by adding thereto the provisions set forth as sections 2 to 6, inclusive, of this regulation.

Sec. 2. *As used in NAC 461.100, 461.110, 461.130, 461.170, 461.190, 461.300 to 461.330, inclusive, 461.360, 461.380 and 461.390 and sections 2 to 6, inclusive, of this regulation, “manufactured building” includes a commercial coach.*

Sec. 3. *A manufacturer must, for each third-party reviewer who approves the manufacturer’s plans for a model of factory-built housing, a manufactured building or a modular component, submit to the Division:*

- 1. A copy of the contract between the manufacturer and the third-party reviewer or a signed statement by an officer of the third-party reviewer that such a contract exists; and*
- 2. An explanation of the procedure used by the third-party reviewer to perform such reviews.*

Sec. 4. 1. *A person that wishes to act as a third-party reviewer pursuant to this chapter must apply to the Administrator for approval.*

2. The Administrator will not approve a person as a third-party reviewer unless the person:

- (a) Is in the business of reviewing construction drawings and specifications for factory-built housing, manufactured buildings and modular components;*
- (b) Is certified by a nationally recognized association or equivalent organization to perform such reviews;*
- (c) Is free of any control by persons involved in the manufacture or supply of factory-built housing, manufactured buildings or modular components; and*
- (d) Agrees to provide the Division with any information the Division requests.*

3. The Division will assign a series of approval numbers to each reviewer. Each number will consist of letters that identify the reviewer and numerals that identify each plan approved by the reviewer.

Sec. 5. 1. *A manufacturer shall not submit his plans for a model of factory-built housing, a manufactured building or a modular component to a reviewer unless the manufacturer's system of construction is approved by the Administrator pursuant to NAC 461.110.*

2. A reviewer shall not approve a manufacturer's plans for a model of factory-built housing, a manufactured building or a modular component unless the plans:

- (a) Comply with all applicable technical codes.*
- (b) Comply with the requirements for plans set forth in NAC 461.100.*
- (c) Have not been altered or amended or marked to be altered or amended.*

3. A reviewer that approves a manufacturer's plans must:

(a) Affix his stamp to each set of plans. The stamp must include the word "APPROVED" and a unique approval number from the series of such numbers assigned to the reviewer pursuant to section 4 of this regulation.

(b) Return the original set of plans to the manufacturer.

(c) Retain one set of plans for not less than 1 year after the expiration of the plans' approval number. The plans may be retained in physical or electronic form.

↪ A third-party reviewer must submit one set of plans to the Division accompanied by the application and the appropriate fees as set forth in NAC 461.100.

4. If a reviewer denies approval to plans prepared by a design professional three or more times in a 12-month period or because the plans contain substantial defects, the reviewer shall notify the Division and the board that licenses or registers the design professional.

Sec. 6. *If the technical codes applicable to a system of construction or plan for a model of factory-built housing, a manufactured building or a modular component are changed in any way, including, without limitation, by amendment, repeal or the adoption of a new technical code:*

1. All approval numbers assigned pursuant to section 4 of this regulation expire on the effective date of the regulation or statute that changes the technical code, and the assignment of a new series of approval numbers must be requested by a reviewer.

2. All approvals of systems of construction and plans for models of factory-built housing, manufactured buildings or modular components granted by the Administrator pursuant to a former technical code are rescinded on the effective date of the regulation or statute that changes the technical code, and a new approval must be obtained by a manufacturer pursuant to the provisions of this chapter and chapter 461 of NRS before the effective date of the regulation or statute.

Sec. 7. NAC 461.010 is hereby amended to read as follows:

461.010 1. ~~[This]~~ *Except as otherwise provided in subsection 2, this* chapter applies to the design and construction of any factory-built housing, manufactured building or modular component ~~[, other than a mobile home, which]~~ *that* is:

(a) To be installed *permanently* on a building site within the State of Nevada ~~[.]~~ *as an improvement to real property;* and

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

~~2. This location.~~

2. *Except as otherwise provided in section 2 of this regulation, this* chapter does not apply to any :

(a) *Commercial coach;*

(b) *Factory-built housing, manufactured* building or *modular* component ~~[which]~~ *that* may be substantially inspected during its installation at the job site ~~[;]~~;

(c) *Manufactured home, as defined in NRS 489.113; or*

(d) *Mobile home.*

Sec. 8. NAC 461.020 is hereby amended to read as follows:

461.020 *1.* As used in this chapter, unless the context otherwise requires ~~;~~

~~1.], the words and terms defined in this section and NRS 461.040 to 461.160, inclusive, have the meanings ascribed to them in those sections.~~

2. “Administrator” means the Administrator of the Division.

~~2. “Division” means the Manufactured Housing Division of the Department of Business and Industry.~~

~~3. “Modular component”]~~

3. “*Commercial coach*” has the meaning ascribed to it in NRS ~~[461.145.]~~ *489.062.*

4. “*Design professional*” means a person who holds a certificate of registration as an architect or residential designer pursuant to chapter 623 of NRS or is licensed as a professional engineer pursuant to chapter 625 of NRS.

5. “Manufacturer” means a manufacturer of factory-built housing, manufactured buildings or modular components.

~~[5.]~~ 6. “*Reviewer*” means a person that reviews a plan for a model of factory-built housing, a manufactured building or a modular component for compliance with technical codes. The term includes the Administrator and a third-party reviewer.

7. “Technical codes” means the ~~[codes]~~:

(a) *Codes and standards* adopted by NRS 461.170 ~~[.]~~ and 461.175 and NAC 461.205; and

(b) *Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the regulations adopted pursuant thereto.*

8. “*Third-party reviewer*” means a person that is approved by the Administrator pursuant to section 4 of this regulation to act as a reviewer.

Sec. 9. NAC 461.100 is hereby amended to read as follows:

461.100 1. To obtain *the Administrator’s* approval of ~~[his]~~ *a manufacturer’s* system of construction ~~[and his plan for the approved system of construction for]~~ *or plans for a model of* factory-built housing, *a* manufactured ~~[buildings]~~ *building* or *a* modular ~~[components.]~~ *component*, a manufacturer must ~~[submit]~~ *file* an application ~~[on a form obtainable from]~~ *with* the Division ~~[.]~~ *or a third-party reviewer.*

2. The application must be *on a form provided by the Division and* accompanied by:

(a) The appropriate fees.

(b) Except as *otherwise* provided in ~~[subsection 3.]~~ *subsections 4 and 6*, two sets of plans .

The plans must:

(1) *Be prepared by a design professional acting within the scope of his authority;*

(2) *Be* drawn to scale with sufficient clarity and detail to indicate the nature and scope of the work proposed ~~[. If the proposed work is of unusual shape, size or complexity, the Division will require additional information, such as specifications and engineering calculations.]~~

~~—(e) Two~~; and

(3) Bear the stamp of the design professional who prepared the plans and any other stamp, note or endorsement required by the Division.

3. If the application is for approval of a system of construction for factory-built housing, manufactured buildings or modular components, the application must be accompanied by 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.

4. If the application is for approval of plans for a model of factory-built housing, a manufactured building or a modular component that are reviewed by a third-party reviewer, the plans must bear the stamp of the third-party reviewer as set forth in section 5 of this regulation.

5. The Administrator may require the submission of specifications, engineering calculations and other data.

~~{3.}~~ **6.** 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. 10. NAC 461.110 is hereby amended to read as follows:

461.110 1. The Administrator will, in a timely manner, examine an application, plans and other data filed by an applicant.

2. *If the application is for the initial approval of a system of construction for factory-built housing, manufactured buildings or modular components, the Administrator will perform a quality control audit review of the manufacturing site.*

3. *If the application is for the approval of plans for a model of factory-built housing, a manufactured building or a modular component that are not reviewed by a third-party reviewer, the Administrator will review the plans as set forth in section 5 of this regulation.*

4. If the Administrator finds ~~[that]~~ :

(a) *That* the work described in an application and plans essentially conforms to the requirements of the technical codes and this chapter ~~[]~~; *and*

(b) *If the application is for approval of a system of construction, that the system passes the review or can pass the review if the system is corrected,*

↳ 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]~~

5. *If the application is filed by the manufacturer, the Administrator* will return one set of the approved documents to the applicant for use at the manufacturing site . ~~[as evidence of their approval.]~~

Sec. 11. NAC 461.120 is hereby amended to read as follows:

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

2. The Administrator 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. 12. NAC 461.190 is hereby amended to read as follows:

461.190 1. If the Administrator *or third-party reviewer* 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]~~ *unless he first obtains* the Administrator's ~~[prior]~~ *or third-party's* approval of the proposed change.

2. The Administrator *or third-party reviewer* 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.

Sec. 13. NAC 461.205 is hereby amended to read as follows:

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

~~(a)~~ 1. The *Uniform Housing Code*, ~~as adopted~~ 1997 edition, published by the International Conference of Building Officials . ~~f~~;

~~(b)~~ *This code may be obtained from the International Code Council, by mail at 4051 West Flossmoor Road, Country Club Hills, Illinois 60478-5795, or at the Internet address <http://www.iccsafe.org>. The price is \$14.75 for members and \$18.50 for nonmembers.*

2. The *Uniform Building Code*, ~~as adopted~~ 1997 edition, published by the International Conference of Building Officials . ~~f~~;

~~(c)~~ *This code may be obtained from the International Code Council, by mail at 4051 West Flossmoor Road, Country Club Hills, Illinois 60478-5795, or at the Internet address <http://www.iccsafe.org>. The price is \$187 for members and \$233.75 for nonmembers.*

3. The *Uniform Plumbing Code*, ~~as adopted~~ 2003 edition, published by the International Association of Plumbing and Mechanical Officials . ~~f~~;

~~(d)~~ *This code may be obtained from the International Association of Plumbing and Mechanical Officials, by mail at 5001 East Philadelphia Street, Ontario, California 91761-2816, or at the Internet address <http://www.iapmo.org>. The price is \$64 for members and \$89 for nonmembers.*

4. The *Uniform Mechanical Code*, ~~as adopted~~ 2003 edition, published by the ~~International Conference of Building Officials and the~~ International Association of Plumbing and Mechanical Officials . ~~f~~;

~~(e)~~ *This code may be obtained from the International Association of Plumbing and Mechanical Officials, by mail at 5001 East Philadelphia Street, Ontario, California 91761-2816, or at the Internet address <http://www.iapmo.org>. The price is \$64 for members and \$89 for nonmembers.*

5. The *National Electrical Code*, ~~as adopted~~ **2002 edition, published** 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] This 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]

by mail at 11 Tracy Drive, Avon, Massachusetts 02322, or at the Internet address

<http://www.nfpa.org>. The price is \$65.25 for members and \$72.50 for nonmembers.

Sec. 14. NAC 461.210 is hereby amended to read as follows:

461.210 1. The Division will charge and collect fees for its services as follows:

For inspecting a plant.....	\$750
For performing any other kind of inspection	
or service	\$75, or \$37.50 per half hour or fraction
	thereof, whichever amount is

greater.

For ~~checking plans for an approved system of construction~~ *reviewing the plans for a model of factory-built housing, a manufactured building or a modular component*..... \$100, or \$50 per half hour or fraction thereof, whichever amount is greater.

For considering ~~and approving~~ a system of construction *for approval*..... \$500

For issuing each insigne of approval for each module ~~[\$100]~~ \$50

For replacing an insigne..... ~~[\$100]~~ \$50

For recording a change in the name of a manufacturer or owner \$50

2. In addition to the listed fee for performing an inspection, the Division will charge for each inspection the inspector's:

- (a) Actual expenses for travel;
- (b) Salary; and
- (c) Allowance for per diem.

3. The Division will not refund any fee it has collected unless:

- (a) The Division has not incurred the expense for which the fee is charged; *or*

(b) ~~The fee was paid in error; or~~

~~(c)~~ A written request for a refund which is justifiable is submitted to the Division ~~[-]~~ *within 1 year after payment of the fee.*

4. For the sale of copies of documents, the Division will charge and collect:

For each page of a copy \$0.25

For each copy of a regulation..... \$5.00

Sec. 15. NAC 461.330 is hereby amended to read as follows:

461.330 The Administrator will not approve a private agency for performing the inspections unless the agency:

- 1. Is in the business of inspecting factory-built housing, manufactured buildings and modular components;
- 2. Is *certified by a nationally recognized association or equivalent organization to perform such inspections;*
- 3. *Is* free of any control by persons involved in the manufacture or supply of factory-built housing, manufactured buildings or modular components; and
- ~~[-]~~ 4. Agrees to provide the Division with any pertinent information it requests.

Sec. 16. NAC 461A.350 is hereby amended to read as follows:

461A.350 ~~[1.—The following publications, in the form most recently published before January 31, 1999, are hereby adopted]~~ *The Administrator hereby adopts* 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)] 1. The International Building Code, 2003 edition, published by the International Code Council, with the following modifications:~~

~~(a) Any reference to the International Plumbing Code shall be deemed a reference to the Uniform Plumbing Code, 2003 edition;~~

~~(b) Any reference to the International Electrical Code shall be deemed a reference to the National Electrical Code, 2002 edition;~~

~~(c) Any reference to the International Mechanical Code shall be deemed a reference to the Uniform Mechanical Code, 2003 edition;~~

~~(d) The definition of “manufactured home” set forth in section G201.2 of Appendix G is deleted and replaced with “has the meaning ascribed to it in NRS 489.113”; and~~

~~(e) Section G501 of Appendix G is deleted.~~

~~↪ The International Building Code, 2003 edition, may be obtained from the International Code Council, by mail at 4051 West Flossmoor Road, Country Club Hills, Illinois 60478-5795, or at the Internet address <http://www.iccsafe.org>. The price is \$69 for members and \$86 for nonmembers.~~

~~2. The International Residential Code for One- and Two-Family Dwellings, 2003 edition, published by the International Code Council, with the following modifications:~~

~~(a) Any reference to the International Plumbing Code shall be deemed a reference to the Uniform Plumbing Code, 2003 edition;~~

~~(b) Any reference to the International Electrical Code shall be deemed a reference to the National Electrical Code, 2002 edition;~~

(c) Any reference to the International Mechanical Code shall be deemed a reference to the Uniform Mechanical Code, 2003 edition;

(d) The definition of “manufactured home” set forth in section R202 is deleted and replaced with “has the meaning ascribed to it in NRS 489.113”; and

(e) Appendix E is deleted.

↪ The International Residential Code for One- and Two-Family Dwellings, 2003 edition, may be obtained from the International Code Council, by mail at 4051 West Flossmoor Road, Country Club Hills, Illinois 60478-5795, or at the Internet address <http://www.iccsafe.org>. The price is \$46.50 for members and \$62 for nonmembers.

3. The *Uniform Plumbing Code*, ~~as adopted~~ 2003 edition, published by the International Association of Plumbing and Mechanical Officials . ❏

~~(d)~~ This code may be obtained from the International Association of Plumbing and Mechanical Officials, by mail at 5001 East Philadelphia Street, Ontario, California 91761-2816, or at the Internet address <http://www.iapmo.org>. The price is \$64 for members and \$89 for nonmembers.

4. The *Uniform Mechanical Code*, ~~as adopted~~ 2003 edition, published by the International Association of Plumbing and Mechanical Officials . ❏

~~(e)~~ This code may be obtained from the International Association of Plumbing and Mechanical Officials, by mail at 5001 East Philadelphia Street, Ontario, California 91761-2816, or at the Internet address <http://www.iapmo.org>. The price is \$64 for members and \$89 for nonmembers.

5. The *National Electrical Code*, ~~as adopted~~ 2002 edition, published 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 Code205.20
—(c) The Uniform Plumbing Code64.00
—(d) The Uniform Mechanical Code.....47.60
—(e) The National Electrical Code24.75
—(f) The Uniform Code for the Abatement of Dangerous Buildings..... 16.00]

This code may be obtained from the National Fire Protection Association, by mail at 11 Tracy Drive, Avon, Massachusetts 02322, or at the Internet address <http://www.nfpa.org>. The price is \$65.25 for members and \$72.50 for nonmembers.

6. The 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, by mail at 11 Tracy Drive, Avon, Massachusetts 02322, or at the Internet address <http://www.nfpa.org>. The price is \$62.55 for members and \$69.50 for nonmembers.

7. *The International Energy Conservation Code, 2003 edition, published by the International Code Council. This code may be obtained from the International Code Council, by mail at 4051 West Flossmoor Road, Country Club Hills, Illinois 60478-5795, or at the Internet address <http://www.iccsafe.org>. The price is \$23 for members and \$29 for nonmembers.*

Sec. 17. NAC 461A.355 is hereby amended to read as follows:

461A.355 1. A mobile home park will not be deemed to be in a substandard, unsafe or unsanitary condition solely because it was constructed under the building codes in existence before the ~~codes~~ *effective date of the:*

(a) *Codes* specified in NAC 461A.350 ~~and~~ *; and*

(b) *Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the regulations adopted pursuant thereto.*

2. If a mobile home park was built in compliance with the building codes *and statutes* in existence at the time of construction, the agency for enforcement has the burden of proof to establish that the mobile home park is in a substandard, unsafe or unsanitary condition.

Sec. 18. Chapter 489 of NAC is hereby amended by adding thereto the provisions set forth as sections 19 to 29, inclusive, of this regulation.

Sec. 19. *“Listing agreement” means a brokerage agreement between a dealer and a seller. As used in this section, “brokerage agreement” has the meaning ascribed to it in NRS 489.043.*

Sec. 20. *“Technical codes” means the:*

1. *Codes and standards adopted in NAC 489.175 and section 21 of this regulation; and*

2. *Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the regulations adopted pursuant thereto.*

Sec. 21. *The Administrator hereby adopts by reference the following codes and standards for commercial coaches and accessory structures:*

1. *The International Building Code, 2003 edition, published by the International Code Council, with the following modifications:*

(a) *Any reference to the International Plumbing Code shall be deemed a reference to the Uniform Plumbing Code, 2003 edition;*

(b) *Any reference to the International Electrical Code shall be deemed a reference to the National Electrical Code, 2002 edition;*

(c) *Any reference to the International Mechanical Code shall be deemed a reference to the Uniform Mechanical Code, 2003 edition;*

(d) *The definition of “manufactured home” set forth in section G201.2 of Appendix G is deleted and replaced with “has the meaning ascribed to it in NRS 489.113”; and*

(e) *Section G501 of Appendix G is deleted.*

↪ *The International Building Code, 2003 edition, may be obtained from the International Code Council, by mail at 4051 West Flossmoor Road, Country Club Hills, Illinois 60478-5795, or at the Internet address <http://www.iccsafe.org>. The price is \$69 for members and \$86 for nonmembers.*

2. *The Uniform Plumbing Code, 2003 edition, published by the International Association of Plumbing and Mechanical Officials. This code may be obtained from the International Association of Plumbing and Mechanical Officials, by mail at 5001 East Philadelphia Street,*

Ontario, California 91761-2816, or at the Internet address <http://www.iapmo.org>. The price is \$64 for members and \$89 for nonmembers.

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

4. The National Electrical Code, 2002 edition, published by the National Fire Protection Association. This code may be obtained from the National Fire Protection Association, by mail at 11 Tracy Drive, Avon, Massachusetts 02322, or at the Internet address <http://www.nfpa.org>. The price is \$65.25 for members and \$72.50 for nonmembers.

5. The 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, by mail at 11 Tracy Drive, Avon, Massachusetts 02322, or at the Internet address <http://www.nfpa.org>. The price is \$62.55 for members and \$69.50 for nonmembers.

6. The International Energy Conservation Code, 2003 edition, published by the International Code Council. This code may be obtained from the International Code Council, by mail at 4051 West Flossmoor Road, Country Club Hills, Illinois 60478-5795, or at the Internet address <http://www.iccsafe.org>. The price is \$23 for members and \$29 for nonmembers.

Sec. 22. For the purposes of obtaining the approval of the Administrator for a system of construction or a plan for a model of a commercial coach, a manufacturer of commercial coaches shall be deemed a manufacturer of manufactured buildings subject to the

requirements set forth in NAC 461.100, 461.110, 461.120, 461.130 to 461.200, inclusive, 461.300 to 461.380, inclusive, and sections 2 to 6, inclusive, of this regulation.

Sec. 23. A purchase contract or listing agreement executed by a dealer must be on a form prescribed by the Administrator pursuant to NRS 489.7152.

Sec. 24. A person that holds a new manufactured home or commercial coach dealer's license or a used manufactured home or commercial coach dealer's license must:

1. Maintain the same amount of cash on deposit in a Nevada financial institution as required for issuance of an initial license pursuant to NAC 489.310; and

2. Provide proof of the deposit to the Division upon request.

Sec. 25. 1. If a licensee is required, pursuant to NRS 489.756, to display a sign at his established place of business, the sign must:

(a) If the licensee's place of business is located in a commercial building, be displayed on the directory of businesses located in the building or on the exterior of the entrance to the business; or

(b) If displayed on the outside of a building, be readable from the public sidewalk, street or highway nearest to the building.

2. A licensee shall provide a photograph of his sign to the Division upon request.

3. The provisions of this section and NRS 489.756 do not apply to a person licensed as a salesman or responsible managing employee.

Sec. 26. 1. The Administrator hereby adopts by reference the Nevada Manufactured Home, Mobile Home and Commercial Coach Installation Standards in the edition most recently published by the Nevada Manufactured Housing Association and the Modular

Building Institute of Nevada, unless the Administrator determines pursuant to subsection 3 that the most recent edition is not suitable for this State.

2. A copy of these standards may be obtained from the Division at 2501 East Sahara Avenue, Suite 204, Las Vegas, Nevada 89104, or 901 South Stewart Street, Suite 1003, Carson City, Nevada 89701, for the price of \$15.

3. The Administrator will review each successive edition of the standards to determine its suitability for this State. If the Administrator provisionally determines that the most recent edition is not suitable, he will hold a public hearing to review this determination. If, after the hearing, the Administrator finally determines that the most recent edition is not suitable for this State, he will, within 30 days after that determination, give notice that the edition is not adopted by reference.

Sec. 27. *1. A person shall not install, reconstruct or make an addition to a manufactured home, mobile home or commercial coach on a job site unless he first obtains a permit from the Administrator.*

2. The person must apply for a permit on a form provided by the Administrator and pay the fee set forth in NAC 489.380.

3. The holder of a permit shall maintain the permit at the job site and provide the permit to the Division or a city or county building department upon request.

Sec. 28. *1. A license issued to a designated member of a partnership or corporate officer on behalf of a business pursuant to NRS 489.343 becomes inactive immediately if the member or officer:*

(a) Is disabled from engaging in the business; or

(b) Ceases to be engaged in or connected with the business.

2. *The business may continue to operate pursuant to the inactive license if the business:*

- (a) Notifies the Division that its license has become inactive; and*
- (b) Designates another member or officer who submits an application for a license on behalf of the business.*

↳ *Except as otherwise provided in subsection 3, the business must submit the notice and application not later than 5 days after the license becomes inactive.*

3. *The Division may grant an extension of time to comply with subsection 2 if the business requests an extension in writing within the 5-day period.*

4. *If the Division issues a license on behalf of the business to the newly designated member or officer, the business shall surrender the inactive license to the Division.*

5. *As used in this section, “business” means a partnership or corporation doing business as a manufacturer, dealer, general serviceman or specialty serviceman in this State.*

Sec. 29. 1. A person shall not:

(a) Construct a room, garage or other addition that is freestanding or adjoined to a manufactured home or mobile home if the room, garage or other addition is directly accessible from the manufactured home or mobile home; or

(b) Alter or reconstruct the structural, electrical, mechanical, roofing or plumbing system of a manufactured home or mobile home,

↳ *unless the person first obtains approval from the Division.*

2. *The application for approval must be on a form provided by the Division and include:*

(a) Two copies of the plans for the work to be performed;

(b) A copy of each applicable certificate, label or permit; and

(c) Any other document required by the Division or local governing body.

3. Any construction, addition, alteration or reconstruction must:

(a) Comply with all applicable technical codes; and

(b) Be completed in accordance with the plans as approved by the Division and the local governing body.

Sec. 30. NAC 489.010 is hereby amended to read as follows:

489.010 As used in this chapter, unless the context otherwise requires, the words and terms defined in ~~NAC 489.013~~ **NRS 489.031 to 489.155, inclusive, and NAC 489.015** to 489.170, inclusive, **and sections 19 and 20 of this regulation** have the meanings ascribed to them in those sections.

Sec. 31. NAC 489.040 is hereby amended to read as follows:

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

Sec. 32. NAC 489.175 is hereby amended to read as follows:

489.175 ~~1.~~ The **Administrator hereby adopts by reference the** National Fire Protection Association Standards 501-B (1977) ~~[, and each subsequent edition, is adopted]~~ for mobile homes, ~~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.]~~ **11 Tracy Drive, Avon, Massachusetts 02322.**

Sec. 33. NAC 489.185 is hereby amended to read as follows:

489.185 1. The Division will issue ~~certificates and~~ labels of compliance to manufacturers of commercial coaches if:

- (a) The Division has approved plans and specifications;
- (b) The Division has inspected the manufacturing plant to approve the quality control of its construction and the qualifications of its key personnel; and
- (c) The manufacturing plant has employed an independent firm to certify compliance with all applicable construction standards.

2. The manufacturer shall apply for ~~certificates and~~ labels of compliance upon the form supplied by the Division.

3. The Division will issue a certificate of compliance to the owner of a used commercial coach and attach a label of compliance to such a commercial coach if:

- (a) The certificate of compliance or label of compliance is missing;*
- (b) The commercial coach complies with the:*
 - (1) Codes and standards adopted by the Division in section 21 of this regulation; and*
 - (2) Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the regulations adopted pursuant thereto; and*
- (c) Any reconstruction or alteration of the commercial coach has been completed and approved by the Division.*

Sec. 34. NAC 489.300 is hereby amended to read as follows:

489.300 ~~1.—No license will be issued~~ *The Division will not issue a license* to a person ~~under~~ *who is less than* 18 years of age.

~~[2.—If a business is conducted in a partnership or corporation form, all partners or corporate officers must be licensed as separate persons to engage in the same business as that of the partnership or corporation.]~~

Sec. 35. NAC 489.303 is hereby amended to read as follows:

489.303 1. A person who wishes to renew or ~~[reactivate an installer's, rebuilder's]~~ *reinstate a general serviceman's* or *specialty* serviceman's license issued by the Division pursuant to 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.]~~ *as set forth in NRS 489.323.*

2. The holder of ~~[an installer's, rebuilder's]~~ *a general serviceman's* 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. 36. NAC 489.305 is hereby amended to read as follows:

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. 37. NAC 489.307 is hereby amended to read as follows:

489.307 1. Except as otherwise provided in subsection 2, a dealer, ~~installer,~~ ~~manufacturer, rebuilder,]~~ *general* serviceman or ~~[limited]~~ *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,]~~ *general* serviceman or ~~[limited]~~ *specialty* serviceman to exercise direct supervision over the main office, it must be managed by a corporate officer, partner or responsible managing employee.

Sec. 38. NAC 489.310 is hereby amended to read as follows:

489.310 1. The Division may require an applicant *for a license as a dealer, manufacturer, general serviceman or specialty serviceman* 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,~~ *construction and safety standards relating to manufactured homes*, the safety, health, finance and lien laws of this State and the rudimentary principles of the ~~mobile home business,~~ *business for which the applicant wishes to obtain a license* 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~~ 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;
- (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.

7. An applicant for a new manufactured home or commercial coach dealer's license must show proof that ~~[there is]~~ *the applicant has not less than \$50,000 in* cash on deposit in a Nevada financial institution ~~[in the amount of approximately \$50,000]~~ before the Division ~~[may]~~ *will* issue a license.

8. An applicant for a used manufactured home or commercial coach dealer's license must show proof that ~~[there is]~~ *the applicant has not less than \$25,000 in* cash on deposit in a Nevada financial institution ~~[in the amount of approximately \$25,000]~~ before the Division ~~[may]~~ *will* issue a 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 license, a]~~
A partnership or corporation that applies for a dealer's, general serviceman's or specialty serviceman's license must file a certified or verified copy of its partnership agreement or articles of incorporation with the Division.

12. If an applicant submits an incomplete application:

(a) The Division will notify the applicant of the deficiencies in the application.

(b) Except as otherwise provided in paragraph (c), the Division will deny the application unless the applicant corrects the deficiencies within 15 days after receiving the notice.

(c) The Division may grant an extension of time to correct the deficiencies in the application if the applicant requests such an extension in writing within the 15-day period.

Sec. 39. NAC 489.311 is hereby amended to read as follows:

489.311 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. 40. NAC 489.314 is hereby amended to read as follows:

489.314 An owner or responsible managing employee of a business ~~[which installs or repairs the:]~~ *must be licensed as a general serviceman or specialty serviceman if the business:*

1. *Installs a manufactured home, mobile home or commercial coach; or*
2. *Performs work on a manufactured home, mobile home or commercial coach in one or more of the following categories:*

(a) Installation or repair of:

- (1) Awnings, roofing or skirting;*
 - ~~*[2. Plumbing; or*~~
 - ~~*—3. Heating or electrical system;*~~
- ~~*↪ of manufactured homes, mobile homes or commercial coaches must be licensed as a serviceman or a limited serviceman.]*~~

(2) Plumbing;

(3) Heating or air-conditioning systems; or

(4) Electrical systems;

(b) Preparation for transport;

(c) Reconstruction, by alteration, addition or substitution, of substantial or essential parts;

or

(d) Any other category of work that may be performed by a person who holds a license issued by the State Contractors' Board.

Sec. 41. NAC 489.320 is hereby amended to read as follows:

489.320 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 ~~for-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 ~~for-rebuilder~~ *reinstates or* 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 ~~for-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. ~~for-rebuilder.~~

Sec. 42. NAC 489.325 is hereby amended to read as follows:

489.325 1. Any person who ~~[acts or is employed by]~~ *applies, pursuant to NRS 489.341, for a license to act as a responsible managing employee for* a licensed ~~[installer, dealer, rebuilder, limited]~~ *dealer, general* serviceman or *specialty* serviceman ~~[as a responsible managing employee must be licensed].~~

~~—2.—~~ *An] must submit his* 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.]~~

2. 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]~~ *dealer, general* serviceman or *specialty* serviceman employing him.

~~[5.]~~ 3. If a licensed ~~[installer, dealer, rebuilder, limited]~~ *dealer, 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]~~ *the license of the dealer, general serviceman or specialty* serviceman ~~[renews his license, the suspension is cancelled]~~ *is reinstated or renewed* or the responsible managing employee's license is transferred to the employment of another ~~[installer]~~ *dealer, general serviceman or specialty* serviceman.

Sec. 43. NAC 489.340 is hereby amended to read as follows:

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

2. *All advertising by a licensee must include the name of the licensee, or the name under which he is doing business, as set forth in his license.*

Sec. 44. NAC 489.345 is hereby amended to read as follows:

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

Sec. 45. NAC 489.347 is hereby amended to read as follows:

489.347 An applicant for the renewal of the dealer's, ~~[rebuilder's,]~~ *general* serviceman's or ~~[installer's]~~ *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 business license issued for the licensee's business by the county, city or town in which the licensee's business is located ~~[,]~~ ; *and*
4. *Any other proof requested in writing by the Division pursuant to NRS 489.321 or 489.323.*

Sec. 46. NAC 489.360 is hereby amended to read as follows:

- 489.360 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 a rebuilder's license	500]
For each additional officer or partner	150
[Biennially, for each branch office	150]
[(e)] (d) Biennially, for a <i>general serviceman's or specialty</i> serviceman's [or an	
installer's] license	200
For each additional officer or partner	150
Biennially, for each [serviceman's or installer's] branch office.....	150
[(f)] (e) Biennially, for a license as a salesman of manufactured homes, mobile	
homes or commercial coaches.....	100
[(g)] (f) Biennially, for a responsible managing employee's license.....	150
[(h)] (g) For each examination of an applicant for a license.....	50
[(i)] (h) For a change of address by a licensee.....	50
[(j)] (i) For a change of name by a licensee	50
[(k)] (j) 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. 47. NAC 489.370 is hereby amended to read as follows:

489.370 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 partner100
 - For each branch office100
- 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 partner100~~
 - ~~For each branch office100~~
- ~~5.]~~ As a *general serviceman or specialty* serviceman ~~[or installer]~~\$100
 - For each additional officer or partner100
 - For each branch office100
- ~~[6.]~~ 5. As a salesman\$25
- ~~[7.]~~ 6. As a responsible managing employee\$100

Sec. 48. NAC 489.380 is hereby amended to read as follows:

489.380 1. The Division will charge the following fees:

- (a) For each certificate and label of compliance~~[\$100.00]~~ \$50.00

(b) For each certificate and label of installation.....	50.00
(c) <i>For each permit for installation, reconstruction or addition</i>	<i>10.00</i>
(d) For each original or duplicate certificate of ownership issued	40.00
(d) (e) For each notice of conversion of real property issued	[50.00] <i>40.00</i>
(e) (f) For a replacement of a:	
(1) Label of compliance	[100.00] <i>50.00</i>
(2) Label of installation	50.00
(3) License.....	50.00
(f) (g) 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) (h) For the inspection and approval of a modification of an approved plan, per hour or fraction thereof.....	75.00
(i) <i>For the consideration of a system of construction for approval</i>	<i>500.00</i>
(h) (j) 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] <i>100.00</i>
(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) (k) 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

(l) (l)	For the 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
(m) (m)	For an inspection of a plant used to manufacture manufactured homes, commercial coaches or travel trailers.....	750.00
(n) (n)	For each search conducted to determine title.....	15.00
(o) (o)	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
(p) (p)	For filing a lien or an amended lien asserted upon a manufactured home, mobile home or commercial coach.....	40.00
(q) (q)	For collecting a fee after a check given for payment is dishonored.....	35.00
(r) (r)	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
(s) (s)	For filing an affidavit of the sale of a manufactured home, mobile home or commercial coach to satisfy a lien	40.00
(t) (t)	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

~~[(s)]~~ (u) For filing a notice or an amended notice of sale by auction of a manufactured home, mobile home or commercial coach..... 40.00

~~[(t)]~~ (v) For a copy of the monthly report prepared by the Division on the record of sales of a dealer 75.00

~~[(u)]~~ (w) 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

~~[(v)]~~ (x) For a list of all licenses issued by the Division..... 75.00

~~[(w)]~~ (y) For a list of all mobile home parks or for a *rent* history of ~~[(a)]~~ *all* mobile home ~~[(park)]~~ *parks* 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]~~ *actual* expenses for *time and* travel . ~~[(~~

~~—(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.

5. As used in this section, “rent history” means the economic and demographic data collected by the Administrator pursuant to NRS 118B.025.

Sec. 49. NAC 489.390 is hereby amended to read as follows:

489.390 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 *a* refund which is justifiable is submitted to the Division ~~[]~~ *within 1 year after payment of the fee.*

Sec. 50. NAC 489.400 is hereby amended to read as follows:

489.400 NAC 489.400 ~~[to 489.455, inclusive.]~~, *489.405 and sections 26 and 27 of this regulation* apply to the installation on site of all manufactured homes, mobile homes and commercial coaches, regardless of the date of manufacture and the location of the manufactured home, mobile home or commercial coach.

Sec. 51. NAC 489.405 is hereby amended to read as follows:

489.405 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, inclusive.]~~, *489.405 and sections 26 and 27 of this regulation.*

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. 52. NAC 489.460 is hereby amended to read as follows:

489.460 As used in NAC 489.460 to ~~489.485, inclusive:~~

~~1. “Attached” means the fastening of] 489.480, inclusive, and section 29 of this regulation, unless the context otherwise requires, “attach” means to fasten a structure, including, without limitation, an awning, carport, steps or porch , to a manufactured home or mobile home in such a manner that [it:~~

~~—(a) Is] the structure 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. 53. NAC 489.470 is hereby amended to read as follows:

489.470 1. A person shall not attach ~~[an awning, carport, steps or porch which is constructed of a light-weight metallic material]~~ **a structure** to a manufactured home or mobile home unless ~~[he]~~ :

(a) The structure is an awning, carport, steps or porch that is constructed of a light-weight metallic material;

(b) The attachment complies with all applicable technical codes; and

(c) The person first obtains the approval of the Division.

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

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. 54. NAC 489.475 is hereby amended to read as follows:

489.475 1. ~~Each~~ *A person shall not attach an* awning or carport ~~which is attached~~ to a manufactured home or mobile home ~~must be~~ *unless the awning or carport is* constructed of light-weight metallic material ~~which~~ *that* does not exceed 1 pound per square foot dead load.

2. The live load of an awning or carport ~~which~~ *that* is attached to a manufactured home or mobile home must:

(a) Be at least 10 pounds per square foot; and

(b) Must not exceed 20 pounds per square foot.

3. An awning or carport whose live load is more than 20 pounds per square foot must:

(a) Not be attached to a manufactured home or mobile home, except for flashing for waterproofing; and

(b) Be constructed or installed in accordance with the ordinances of the local government where the manufactured home or mobile home is located.

4. An awning or carport ~~which~~ *that* is attached to a manufactured home or mobile home must:

(a) Not be connected to the decorative shingles or overhang of the manufactured home or mobile home;

- (b) Be connected to a structural member of the manufactured home or mobile home; and
- (c) Not be used for human habitation or storage.

Sec. 55. NAC 489.750 is hereby amended to read as follows:

489.750 As used in NAC 489.750 to ~~489.795;~~ **489.790**, inclusive, unless the context otherwise requires, the words and terms defined in NAC 489.755 to 489.770, inclusive, ~~[of this regulation]~~ have the meanings ascribed to them in those sections.

Sec. 56. NAC 489.775 is hereby amended to read as follows:

489.775 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]~~ **The** 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]~~ :

(1) Complied with any applicable provision of NRS 118B.086 to 118B.089, inclusive ~~[and 489.323;]~~ ; **and**

(2) During the 2-year period immediately preceding the application for the issuance or renewal of a license, completed at least 1 hour of continuing education that is approved by the

Division pursuant to NRS 489.285 and concerns the provisions of this chapter and chapter 489 of NRS relating to sales of manufactured homes;

(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.

Sec. 57. NAC 489.790 is hereby amended to read as follows:

489.790 1. A licensee shall use the form *of purchase contract* prescribed by the Division pursuant to ~~[NAC 489.232]~~ *NRS 489.7152* 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. 58. NAC 489.013, 489.057, 489.230, 489.232, 489.234, 489.315, 489.410, 489.415, 489.420, 489.425, 489.435, 489.440, 489.445, 489.450, 489.455, 489.465, 489.485 and 489.795 are hereby repealed.

TEXT OF REPEALED SECTIONS

489.013 “Administrator” defined. (NRS 489.231) “Administrator” means the Administrator of the Division.

489.057 “Division” defined. (NRS 489.231) “Division” means the Manufactured Housing Division of the Department.

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.

**DEALER INFO MUST
BE INSERTED HERE**

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

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<input type="checkbox"/> WITH LAND		<input type="checkbox"/> WITHOUT LAND		PHONE		DATE	
BUYER							
ADDRESS					SALESPERSON		
DELIVERY ADDRESS							
MANUFACTURER	SERIAL #	SIZE	YEAR BUILT	BEDROOMS	BATHS		
NOTES AND CONDITIONS							\$ PRICE
ADDITIONAL CHARGES AND SUPPLEMENTS A, B, C AND D ARE REFERENCED BELOW, IF APPLICABLE:							

	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	
--	---	--

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.

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.

LICENSEE _____	DATE _____
BUYER _____	SSN _____ DATE _____
BUYER _____	SSN _____ DATE _____

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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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HOME WARRANTY AND ARBITRATION AGREEMENT
--

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 # _____

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<p>RECEIPT FOR EARNEST DEPOSIT</p>

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

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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	TERM	
NO COVERAGE EXCEPT AS SHOWN BELOW	_____ Months	\$
<input type="checkbox"/> FIRE AND THEFT—CAP		
<input type="checkbox"/> FIRE AND THEFT—COMPREHENSIVE		
<input type="checkbox"/> PERSONAL EFFECTS		
<input type="checkbox"/> MANUFACTURED HOMEOWNER		
<input type="checkbox"/> 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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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
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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:

Permanent First Loan Permanent First Loan and Interim Loan

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

TYPE OF LOAN: Conventional Fixed-Rate Conventional Adjustable-Rate 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 \$ _____ Paid by Buyer 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 # _____

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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 # _____

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

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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 Actual
perimeter blocking \$_____ Cost

This contract **DOES** **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) Obtaining the necessary permit for the placement of your home; or
(B) 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

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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 _____

<p>RUNNING GEAR (TIRES, WHEELS, AXLES AND SPRINGS)</p>

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.

Dealer will retain running gear. Value \$ _____

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

Buyer will retain running gear per contract on page 1.

Date _____

Buyer _____

Buyer _____

Licensee _____

Dealer's # _____

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Purchase Contract *NEW* Homes

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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.

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
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July 2004 Manufactured Housing Division of
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Purchase Contract *USED* Homes

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Page 1 of 3, Plus Applicable Supplements

PHONE	DATE	SALESPERSON	
BUYER(S)		DEALER LICENSE	
ADDRESS			
<p>Dealer acts as agent for both Buyer and Seller unless otherwise disclosed in writing.</p> <p>Purchasers agree to purchase and Seller agrees to sell the property described below subject to the following terms and conditions.</p>			
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: \$
<p>Supplement “A” Walk-Through and Possession Receipt must be signed by all parties in order to complete this transaction.</p> <p>Supplement “B” Disclosure of Estimated Charges and Terms must be completed and signed by purchaser in order to complete this transaction.</p> <p>Supplement “C” Delivery and Installation must be added to this contract if DELIVERY AND INSTALLATION is included in agreement.</p>	
<p>ADDITIONAL TERMS:</p> <p style="text-align: right;">*Additional Down Due by _____</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. 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 _____

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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:	Personal check	Cashier's check	Cash: \$ _____ Other: \$ _____
Received by _____			
Licensee's Name	Licensee's Signature	Date	

Buyer	Date	Buyer	Date
Licensee		Dealer's #	

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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 # _____

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July 2004 Manufactured Housing Division of
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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.)

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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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 **DOES** **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) Obtaining the necessary permit for the placement of your home; or
(B) 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.

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

LISTING AGREEMENT

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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		PETS ALLOWED		PARK RESTRICTIONS & REQUIREMENTS
YES	NO	YES	NO	
ADDRESS			CITY	STATE
				ZIP

LIENHOLDER	PHONE #	ACCOUNT #	LIEN BALANCE \$	
LIENHOLDER'S ADDRESS		CITY	STATE	ZIP
TITLE HELD BY: <input type="checkbox"/> Owner <input type="checkbox"/> Lienholder <input type="checkbox"/> Dealer <input type="checkbox"/> Nevada Title <input type="checkbox"/> 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 <input type="checkbox"/> Gas <input type="checkbox"/> Elec	<input type="checkbox"/> Steps	<input type="checkbox"/> Oven	# Baths	
Water Heater <input type="checkbox"/> Gas <input type="checkbox"/> Elec	<input type="checkbox"/> Shed(s)	<input type="checkbox"/> Refrigerator	# Bedrooms	
<input type="checkbox"/> Air Conditioner <input type="checkbox"/> Gas <input type="checkbox"/> Elec <input type="checkbox"/> Ton _____	<input type="checkbox"/> Deck	<input type="checkbox"/> Dishwasher	<input type="checkbox"/>	
<input type="checkbox"/> Heat Pump <input type="checkbox"/> Gas <input type="checkbox"/> Elec <input type="checkbox"/> Ton _____	<input type="checkbox"/> Carport	<input type="checkbox"/> Disposal	<input type="checkbox"/>	

<input type="checkbox"/> Evaporative Cooling	<input type="checkbox"/> Patio Cover	<input type="checkbox"/> Microwave	<input type="checkbox"/>
<input type="checkbox"/> Stove <input type="checkbox"/> Gas <input type="checkbox"/> Elec	<input type="checkbox"/> Landscape water	<input type="checkbox"/> Freezer	<input type="checkbox"/>
<input type="checkbox"/> Dryer <input type="checkbox"/> Gas <input type="checkbox"/> Elec	<input type="checkbox"/> Skirting	<input type="checkbox"/> Washer	<input type="checkbox"/>
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.			
<input type="checkbox"/> Heating	<input type="checkbox"/> Cooling	<input type="checkbox"/> Plumbing	<input type="checkbox"/> Drainage
<input type="checkbox"/> Electrical			
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** _____

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LISTING AGREEMENT

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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.

20. EACH ADDITIONAL AGREEMENT OR CHANGE in this section must be initialed by both Seller and Dealer.

<hr/> Seller	<hr/> Date	<hr/> SSN #
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Seller	Date	SSN #
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Seller's Mailing Address _____

Licensee's Signature	Date	Dealer's #
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2. A licensee who fails to comply with this section is subject to disciplinary action by the Division pursuant to NRS 489.381.

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.

489.410 Installation in accordance with manufacturer's instructions; alternative. (NRS 489.231, 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.

489.415 Manufacturer's instructions on stabilizing system. (NRS 489.231, 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.

489.420 State requirements for installing stabilizing systems: Footings and piers. (NRS 489.231, 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.

489.425 State requirements for installing stabilizing systems: Anchoring and tie downs. (NRS 489.231, 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.

489.435 Electrical system. (NRS 489.231, 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.

489.440 Gas system. (NRS 489.231, 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.

489.445 Fireplace. (NRS 489.231, 489.251, 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 arrestor.
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.

489.450 Plumbing system. (NRS 489.231, 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.

489.455 Sewage collection system. (NRS 489.231, 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.

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.

489.485 Installation of foundation of porch. (NRS 489.231, 489.261) The installation of a foundation of a porch which is attached to a manufactured home or mobile home must comply with the requirements set forth in sections 2-5 of chapter 2 of the *NCSBCS Standard for Manufactured Home Installations, NCSBCS A225.1*.

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.

NOTICE OF ADOPTION OF PROPOSED REGULATION
LCB File No. R192-05

The Manufactured Housing Division of the Department of Business and Industry adopted regulations assigned LCB File No. R192-05 which pertain to chapters 461, 461A and 489 of the Nevada Administrative Code on August 28, 2006.

Notice date: 6/8/2006
Hearing date: 7/13/2006

Date of adoption by agency: 8/28/2006
Filing date: 9/18/2006

INFORMATIONAL STATEMENT

1. A description of how public comment was solicited, a summary of public response, and an explanation of how other interested persons may obtain a copy of the summary.

On June 8, 2006, the Manufactured Housing Division mailed a notice of Workshop to Solicit Comments on Proposed regulations to affected small businesses as required by law and to those individuals or entities requesting notice of proposed regulations. On June 8, 2006, the Division mailed Notice of Intent to Act Upon A Regulation to affected small businesses as required by law and to those individuals or entities requesting notice of proposed regulations.

However, the Division also posted the above-referenced notices for public review and comment at:

- a. Manufactured Housing Division 2501 East Sahara Avenue, Suite 204, Las Vegas, Nevada 89104;
- b. Manufactured Housing Division, 901 So Stewart #2003, Carson City, Nevada 89701;
- c. Department of Business and Industry, 788 Fairview Drive, Carson City, Nevada 89701;
- d. Office of the Attorney General, 100 North Carson Street, Carson City, Nevada 89701;
- e. Office of the Attorney General, 555 East Washington Avenue, Suite 3900, Las Vegas, Nevada 89101;
- f. Washoe County Library, 301 South Center Street, Reno, Nevada 89701;
- g. Carson City Library, 900 South Center Street, Carson City, Nevada 89701;
- h. Clark County Library, 833 Las Vegas Blvd. North, Las Vegas, Nevada 89101.

In addition, the Division mailed copies of the Notice of Intent to Adopt Regulation (which invited public comment) to the Carson City Library, the Churchill County Library, the Las Vegas Library, the Douglas County Library, the Elko County Library, the Goldfield Public Library, the Eureka Branch Library, the Humboldt County Library, the Lincoln County Library, the Lyon County Library, the Mineral County Library, the Tonopah Public Library, the Pershing County Library, the Storey County Library, the Washoe County Library, the White Pine County Library, and the Battle Mountain Branch Library.

In addition, a hearing was held on July 13, 2006, wherein members of the public and affected businesses were invited to speak.

The oral and written comments centered on the following areas of concern:

- a. The Nevada Manufactured Housing Association (hereafter NMHA) provided a letter accepting the regulation. One change was requested in a later letter, specifically that the Division add a definition of “Directly Accessible”;
- b. The attorney for the Nevada Modular Building Institute (hereafter MBI) testified and provided written comments to confirm that the new codes being adopted would not be amended again without regulatory hearing; to request addition in R192-05 section 12, subsection 1 of the words “or third party reviewer” for approval of proposed plan changes; to confirm MBI as co-publisher of the Nevada Manufactured Home Mobile Home and Commercial Coach Installation Standards; to confirm that section 27 (permits) would result in the removal of the requirement for a licensee’s employee on hand for installation inspections; to request a change in Section 29 extending 5-day requirement for submitting notice and new application to 15 or 20 days; to confirm that requests for out-of state or replacement insignia would not require compliance with most recent building codes rather than the codes under which the building was originally manufactured.
- c. Two residents of mobile home parks commented on federal issues not regulated by the Division.

A copy of the written comments may be obtained by calling Jerry Holmes, Manufactured Housing Division, (702) 486-4115, or by writing to Mr. Holmes at the Manufactured Housing Division, 2501 East Sahara Avenue, Suite 204, Las Vegas, Nevada 89104.

2. The number of persons who:

- a. **Attended each hearing:** The July 13, 2006 Workshop was attended by 9 people; the July 13, 2006 Public Hearing was attended by 29 people.
- b. **Testified at each hearing:** At the July 13, 2006 Workshop, 0 people testified; at the July 13, 2006 Public Hearing, 3 people testified. Additionally at both the Workshop and the hearing Administrator Diamond announced reductions in three (3) fees that were to be included in this regulatory package.

c. Submitted to the agency written comments: Written comments were received from Gub Mix Director of NMHA and Joe Cain attorney for MBI-Nevada.

3. A description of how comment was solicited from affected businesses, a summary of their response, and an explanation of how interested persons may obtain a copy of the summary.

The Division mailed the notices for the workshop held on July 13, 2006, to all manufactured housing licensees within the State of Nevada as well as to persons on the list maintained by the Division interested in receiving a notice of hearings on regulations that affect the Manufactured Housing Division. Said notices requested comments in writing and invited business owners to attend the workshops. The notice for the public hearing scheduled on July 13, 2006, was also mailed to all licensees within the State of Nevada as well as persons on the list of interested parties and also requested written comment and invited business owners to the public hearing. In addition, the workshop notices and the public hearing notice were posted as specified in #1 above. In addition, if licensees notified the Division that they had an attorney, a copy of the notices was mailed to the attorney. General comments received are listed in section number one of this statement.

A copy of the written comments may be obtained by calling Jerry Holmes, Manufactured Housing Division, (702) 486-4115, or by writing to Mr. Holmes at the Manufactured Housing Division, 2501 East Sahara Avenue, Suite 204, Las Vegas, Nevada 89104.

4. If the regulation was adopted without changing any part of the proposed regulation, a summary for the reasons for adopting the regulation without change.

The Division made multiple changes to the regulation after the initial draft when it carefully considered the concerns of the members of NMHA and MBI, associations which are made up of dealers, manufacturers and other licensees. The final draft prepared by the Legislative Counsel Bureau reflected the changes made by the Division. The only changes made to the draft prepared by the Legislative Counsel Bureau can be found in the following:

R192-05 in a new section of NAC 489 add the following new definition for *“Directly accessible.”*

R192-05 change to **Sec. 12 subsection 1.** NAC 461.190 is hereby amended to read as follows to add “or the third party reviewer.”

R192-05 fee reductions to Section 14 subsection 1 for issuing/replacing an insigne
And inspection of commercial coaches with plumbing systems.

All changes were made in the final R192-05_v8 prepared by the Legislative Counsel Bureau as the Division had already made major revisions based upon public and business comment prior to submission to the Legislative Counsel Bureau.

- 5. The estimated economic effect of the adopted regulation on the businesses that it is to regulate and on the public. These must be stated separately, and each case must include:**
- a. Both adverse and beneficial effects; and**
 - b. Both immediate and long-term effects.**

ADVERSE EFFECTS ON THE PUBLIC: There are no anticipated adverse effects on the public as the regulation seeks to standardize installation standards and reduce fees.

ADVERSE EFFECTS ON BUSINESSES: The economic impact will be minimal because fees for compliance insignia and installation insignia are being reduced, the permit system proposed will reduce licensee personnel costs.

BENEFICIAL EFFECTS ON BUSINESSES AND THE PUBLIC: Installation standards will clarify installation requirements, reduced fees will reduce costs for licensees which can be passed through to the public, a permit system will allow a reduction of costs through a reduction of personnel to stand each individual inspection.

- 6. The estimated cost to the agency for enforcement of the adopted regulation.**

There will be no additional costs of enforcing the regulations because staff is currently in place to enforce them.

- 7. A description of any regulations of other state or government agencies that the proposed regulation overlaps or duplicates, and a statement explaining why the duplication or overlapping is necessary. If the regulation overlaps or duplicates a federal regulation, the name of the regulating federal agency.**

The regulation does not duplicate, and is not more stringent than existing state or federal laws. The Division does not believe that the regulation is more stringent than local laws.

- 8. If the regulation includes provisions that are more stringent than a federal regulation that regulates the same activity, a summary of such provisions.**

The regulation does not include provisions that are more stringent than a federal regulation that regulates the same activity.

- 9. If the regulation provides a new fee or increases an existing fee, the total amount the agency expects to collect and the manner in which the money will be used.**

This regulation does not increase any fees. The reductions in fees included these regulations will reduce agency revenues by approximately \$213,405.00 per year, a reduction required by the Interim Finance Committee to reduce agency reserves.