

IN THE SUPREME COURT OF THE STATE OF NEVADA

JANETTE BYRNE, as Trustee of the UOFM TRUST

Appellant,

vs.

SUNRIDGE BUILDERS, INC., A NEVADA CORPORATION; LANDS WEST BUILDERS, INC., A NEVADA CORPORATION; BRYANT MASONRY, LLC, A NEVADA LIMITED LIABILITY COMPANY; CIRCLE S DEVELOPMENT, D/B/A DECK SYSTEMS OF NEVADA, A NEVADA CORPORATION; DMK CONCRETE, INC., A NEVADA CORPORATION; GREEN PLANET LANDSCAPING, LLC NEVADA LIMITED LIABILITY COMPANY; LIFEGUARD POOL MAINT., D/B/A LIFEGUARD POOLS, A NEVADA CORPORATION; PRESTIGE ROOFING, INC., A NEVADA CORPORATION; RIVERA FRAMING, INC., D/B/A RIVERA FRAMERS, A NEVADA CORPORATION; AND S&L ROOFING, INC., A COLORADO CORPORATION,

Respondents.

RESPONDENTS' APPENDIX

Eighth Judicial District Court
The Honorable Richard Scotti, District Court Judge
District Court Case A-16-742143-D

Athanasia E. Dalacas, Esq., SBN 9390
RESNICK & LOUIS, P.C.
8925 W. Russell Road, Suite 220
Las Vegas, NV 89148
Counsel for Respondent,
Sunridge Builders, Inc.

Brian Walters, Esq., SBN 9711
GORDON REESE SCULLY &
MANSUKHANI, LLP
300 South Fourth Street, Suite 1550
Las Vegas, NV 89101
Counsel for Respondent
Lands West Builders, Inc.

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Elizabeth A. Brown
Clerk of Supreme Court

Kevin Brown, Esq., SBN 7621
Lori Jordan, Esq., SBN 8520
BROWN BONN & FRIEDMAN, LLP
5528 S. Fort Apache Road
Las Vegas, NV 89148
Counsel for Respondents
DMK Concrete, Inc
and Prestige Roofing

David R. Johnson, Esq., SBN 6696
LAW OFFICES OF DAVID R. JOHNSON
8712 Spanish Ridge Avenue
Las Vegas, NV 89148
Counsel for Respondent
Rivera Framing, Inc.

Marsha Stephenson, Esq., SBN 6130
STEPHENSON & DICKINSON
2820 W. Charleston Blvd., Suite 19
Las Vegas, NV 89102
Counsel for Respondent
Lifeguard Pool Maintenance

Bryce Buckwalter, Esq., SBN 7626
KEATING LAW GROUP
9130 W. Russell Road, Suite 200
Las Vegas, NV 89148
Counsel for Respondent
Pyramid Plumbing, Inc.

Christopher Turtzo, Esq., SBN 10253
Matthew Yarling, Esq, SBN 11486
MORRIS SULLIVAN LEMKUL, LLP
3960 Howard Hughes Parkway, Suite 420
Las Vegas, NV 89169
Counsel for Respondents,
Bryant Masonry, LLC
and S & L Roofing, Inc.

ALPHABETICAL INDEX TO APPENDIX

DOCUMENT	DATE	PAGE NO.
Assembly Bill (AB) 125	February 24, 2015	RA 001 - RA 026
Assembly Bill (AB) 421	June 5, 2019	RA 027 - RA 039
Nevada Legislative Manual, Chapter III	2019	RA 040 - RA 066
Secretary of State Information For Lands West, Inc.	2019	RA 067 – RA 078
Statute of Repose Chart	2019	RA 079

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CERTIFICATE OF SERVICE

I certify that on this date, I electronically filed the foregoing *Respondents' Appendix*, thereby serving notice of the filing to:

Gordon & Rees Scully Mansukhani, LLP / Robert E. Schumacker

Morris Sullivan Lemkul / Christopher Turtzo and Will Lemkul

Brown Bonn & Friedman, LLP / Kevin A. Brown and Aaron Young

Wolfe & Wyman, LLP / Jarad D. Beckman

Wolfenzon Rolle / Bruno Wolfenzon and Jonathan P. Rolle

Stephenson & Dickinson / Marsha L. Stephenson

Keating Law Group / Bryce B. Buckwalter

Law Offices of David R. Johnson, PLLC / David R. Johnson

Wilson Elser Moskowitz Edelman and Dicker / Charles Simmons

Mokri Vanis & Jones, LLP / Todd Jones and John Dorame

Molof & Vohl / Robert C. Vohl

Springel & Fink, LLP / Wendy L. Walker and Adam Springel

DATED this 22th day of July, 2019

/s/ Susan Carbone

CHAPTER.....

AN ACT relating to constructional defects; enacting provisions governing the indemnification of a controlling party by a subcontractor for certain constructional defects; enacting provisions governing wrap-up insurance policies or consolidated insurance programs covering certain claims for constructional defects; authorizing the parties to a claim for a constructional defect to agree to have a judgment entered before the filing of a civil action under certain circumstances; revising the definition of "constructional defect"; revising provisions governing the information required to be provided in a notice of constructional defect; removing provisions authorizing claimants to give notice of common constructional defects in residences or appurtenances; requiring a claimant to pursue a claim under a homeowner's warranty under certain circumstances; revising provisions governing the damages recovered by a claimant; revising the statutes of repose regarding actions for damages resulting from certain deficiencies in construction; revising provisions governing the tolling of statutes of limitation and repose regarding actions for constructional defects; prohibiting a homeowners' association from pursuing an action for a constructional defect unless the action pertains exclusively to the common elements of the association; and providing other matters properly relating thereto.

Legislative Counsel's Digest:

Under existing law, before an owner of a residence or appurtenance or certain other persons may commence a civil action against a contractor, subcontractor, supplier or design professional for certain defects in the residence or appurtenance, the claimant must provide notice of the defect to the contractor. Not later than 30 days after the date on which the contractor receives the notice, the contractor must forward a copy of the notice to each subcontractor, supplier or design professional whom the contractor reasonably believes is responsible for a defect specified in the notice. The subcontractor, supplier or design professional who receives the notice must inspect the alleged constructional defect and may elect to repair the defect. (NRS 40.645, 40.646, 40.647)

Section 2 of this bill establishes the circumstances under which a provision in a residential construction contract requiring a subcontractor to indemnify, defend or otherwise hold harmless a controlling party for the negligence or intentional acts or omissions of the controlling party is void and unenforceable. **Section 2** also enacts provisions governing: (1) when a subcontractor's duty to defend a controlling party arises; (2) the manner in which a controlling party may pursue indemnification from a subcontractor when the controlling party is named as an additional insured in the commercial general liability insurance policy of the subcontractor; and (3) wrap-up insurance policies or consolidated insurance programs that cover two or



more contractors or subcontractors who perform work on residential construction for risks associated with the construction.

Existing law establishes a procedure by which the parties in a civil action may agree to have a judgment entered in the action in accordance with the terms and conditions of an offer of judgment. A court is prohibited from awarding costs or attorney's fees to a party who rejects such an offer of judgment and fails to obtain a more favorable judgment at trial. (NRS 17.115; N.R.C.P. 68) **Section 3** of this bill establishes a similar procedure under which a person who has given notice of a constructional defect and a contractor, subcontractor, supplier or design professional who has received such a notice may agree to have a judgment entered before a civil action for the constructional defect is commenced.

Section 6 of this bill amends the existing definition of "constructional defect" to provide that a constructional defect is a defect: (1) which presents an unreasonable risk of injury to a person or property; or (2) which is not completed in a good and workmanlike manner and proximately causes physical damage to the residence or appurtenance.

Section 8 of this bill amends the provision of existing law requiring certain information to be included in a notice of constructional defect to require the notice to: (1) state in specific detail, rather than in reasonable detail, each defect, damage and injury to each residence or appurtenance that is subject to the notice; (2) state the exact location of each defect, damage and injury, rather than describe in reasonable detail the location of the defect; and (3) include a statement signed by the owner of the residence or appurtenance in the notice that the owner verifies that each defect, damage and injury exists in the residence or appurtenance.

Sections 5, 8-13 and 22 of this bill remove a provision of existing law which authorizes one notice to be sent concerning similarly situated owners of residences or appurtenances within a single development that allegedly have common constructional defects.

Section 11 of this bill requires a claimant and an expert who provided an opinion concerning an alleged constructional defect, or a representative of the expert who has knowledge of the alleged defect, to: (1) be present when a contractor, subcontractor, supplier or design professional conducts the required inspection of the alleged defect; and (2) identify the exact location of the alleged defect.

Under existing law, if a residence or appurtenance is covered by a homeowner's warranty that is purchased by or on behalf of the claimant, the claimant must diligently pursue a claim under the contract. (NRS 40.650) **Section 14** of this bill: (1) prohibits a claimant from filing a notice of constructional defect or pursuing a claim for a constructional defect unless the claimant has submitted a claim under the homeowner's warranty and the insurer has denied the claim; and (2) provides that a claim for a constructional defect may include only the claims that have been denied under the homeowner's warranty. **Section 14** further provides that statutes of limitation or repose are tolled from the time the claimant submits a claim under the homeowner's warranty until 30 days after the insurer denies the claim, in whole or in part.

Section 15 of this bill removes the provision of existing law that provides that a claimant may recover reasonable attorney's fees as part of the claimant's damages in a cause of action for constructional defects. **Section 15** also provides that certain costs recoverable as damages must have been incurred for constructional defects proven by the claimant.

Existing law provides that the statutes of limitation and repose applicable to a claim for constructional defects are tolled from the time that a claimant gives notice of a claim for constructional defects until 30 days after the mediation required by



existing law is concluded or waived. (NRS 40.695) **Section 16** of this bill provides that the period for which the statutes of limitation and repose are tolled may not exceed 1 year. **Section 16** further authorizes a court to extend the tolling period if the claimant demonstrates good cause for such an extension.

Existing law generally limits the period in which an action for damages caused by a deficiency in construction of improvements to real property may be commenced after substantial completion of the improvement. These periods of limitation are known as statutes of repose, and the period set forth in each statute of repose during which an action must be commenced is: (1) for a known deficiency, 10 years after substantial completion of the improvement; (2) for a latent deficiency, 8 years after substantial completion of the improvement; and (3) for a patent deficiency, 6 years after substantial completion of the improvement. However, if a deficiency was a result of willful misconduct or was fraudulently concealed, an action may be commenced at any time after substantial completion of the improvement. (NRS 11.202-11.205) **Sections 17-19 and 22** of this bill provide that the statute of repose for all actions for damages caused by a deficiency in construction of improvement to real property is 6 years after substantial completion of the improvement. **Sections 17-19 and 22** also eliminate existing provisions of law that allow such actions to be commenced within 2 years after the date of an injury which occurs during the final year of the particular period of limitation. **Section 21** of this bill: (1) provides that the revised statutes of repose set forth in **sections 17-19** apply retroactively under certain circumstances; and (2) establishes a 1-year grace period during which a person may commence an action under the existing statutes of repose, if the action accrued before the effective date of this bill.

Existing law authorizes a homeowners' association to institute, defend or intervene in litigation or in arbitration, mediation or administrative proceedings in its own name on behalf of itself or two or more units' owners on matters affecting the common-interest community. (NRS 116.3102) In *D.R. Horton, Inc. v. Eighth Judicial District Court*, 125 Nev. 449 (2009), the Nevada Supreme Court held that existing law grants standing to a homeowners' association to pursue constructional defect claims on behalf of units' owners with respect to constructional defects in individual units. **Sections 5 and 20** of this bill provide that an association may not pursue a constructional defect claim on behalf of itself or units' owners, unless the claim pertains exclusively to the common elements of the association.

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

THE PEOPLE OF THE STATE OF NEVADA, REPRESENTED IN
SENATE AND ASSEMBLY, DO ENACT AS FOLLOWS:

Section 1. Chapter 40 of NRS is hereby amended by adding thereto the provisions set forth as sections 2 and 3 of this act.

Sec. 2. 1. *In any action or other proceeding involving a constructional defect asserted by a claimant and governed by NRS 40.600 to 40.695, inclusive, and sections 2 and 3 of this act:*

(a) Except as otherwise provided in paragraph (b), any provision in a contract entered into on or after the effective date of this act for residential construction that requires a subcontractor to indemnify, defend or otherwise hold harmless a controlling



party from any liability, claim, action or cause of action resulting from a constructional defect caused by the negligence, whether active or passive, or intentional act or omission of the controlling party is against public policy and is void and unenforceable.

(b) Except as otherwise provided in paragraph (c), a provision in a contract entered into on or after the effective date of this act for residential construction is not against public policy and is not void and unenforceable under paragraph (a) to the extent that the provision requires a subcontractor to indemnify, defend or otherwise hold harmless a controlling party from any liability, claim, action or cause of action resulting from a constructional defect arising out of, related to or connected with the subcontractor's scope of work, negligence, or intentional act or omission.

(c) A provision in a contract entered into on or after the effective date of this act for residential construction is against public policy and is void and unenforceable under paragraph (a) to the extent that it requires a subcontractor to defend, indemnify or otherwise hold harmless a controlling party from any liability, claim, action or cause of action resulting from a constructional defect arising out of, related to or connected with that portion of the subcontractor's work which has been altered or modified by another trade or the controlling party.

(d) Except as otherwise provided in paragraph (e), if a provision of a contract entered into on or after the effective date of this act for residential construction that requires a subcontractor to indemnify, defend or otherwise hold harmless a controlling party is not against public policy and is not void and unenforceable under this subsection, the duty of the subcontractor to defend the controlling party arises upon presentment of a notice pursuant to subsection 1 of NRS 40.646 containing a particular claim, action or cause of action from which it can be reasonably inferred that an alleged constructional defect was caused by or attributable to the subcontractor's work, negligence, or wrongful act or omission.

(e) If a controlling party gives a notice to a subcontractor pursuant to NRS 40.646 that contains a claim, action or cause of action from which it can be reasonably inferred that an alleged constructional defect was caused by or attributable to the subcontractor's work, negligence, or wrongful act or omission, the claim, action or cause of action is covered by the subcontractor's commercial general liability policy of insurance issued by an



insurer, and the controlling party is named as an additional insured under that policy of insurance:

(1) The controlling party, as an additional insured, must pursue available means of recovery of its defense fees and costs under the policy before the controlling party is entitled to pursue a claim against the subcontractor.

(2) Upon the final settlement of or issuance of a final judgment in an action involving a claim for a constructional defect, if the insurer has not assumed the controlling party's defense and reimbursed the controlling party for the defense obligation of the subcontractor, or if the defense obligation is not otherwise resolved by the settlement or final judgment, the controlling party has the right to pursue a claim against the subcontractor for reimbursement of that portion of the attorney's fees and costs incurred by the controlling party which are attributable to the claims, actions or causes of action arising out of, related to or connected with the subcontractor's scope of work, negligence, or intentional act or omission.

(3) The provisions of subparagraphs (1) and (2) do not prohibit a controlling party from:

(I) Following the requirements of NRS 40.600 to 40.695, inclusive, and sections 2 and 3 of this act relating to providing notice of an alleged constructional defect or any other procedures set forth in those provisions; or

(II) Filing a third-party complaint against the subcontractor if a claimant commences an action or amends a complaint to add a cause of action for a constructional defect against a controlling party which arises out of, relates to or is otherwise connected with the subcontractor's scope of work, negligence, or wrongful act or omission.

2. For any wrap-up insurance policy or other consolidated insurance program that covers a subcontractor who performs work on residential construction for which a contract is entered into on or after the effective date of this act, for claims, actions or causes of action for a constructional defect governed by NRS 40.600 to 40.695, inclusive, and sections 2 and 3 of this act:

(a) The controlling party obtaining the wrap-up insurance policy or other consolidated insurance program shall disclose the total amount or method of calculation of any credit or compensation for the premium required from a subcontractor or other participant for that wrap-up insurance policy in the contract documents.



(b) Except as otherwise provided in paragraph (c), the contract documents must disclose, if and to the extent known:

- (1) The policy limits;*
- (2) The scope of policy coverage;*
- (3) The policy term;*
- (4) The basis upon which the deductible or occurrence is triggered by the insurer;*
- (5) If the policy covers more than one work of improvement, the number of units, if any, indicated on the application for the insurance policy; and*
- (6) A good faith estimate of the amount of available limits remaining under the policy as of a date indicated in the disclosure obtained from the insurer.*

(c) The disclosure requirements of subparagraphs (1) to (4), inclusive, of paragraph (b) may be satisfied by providing the participant with a copy of the binder or declaration.

(d) The disclosures made pursuant to subparagraphs (5) and (6) of paragraph (b):

(1) May be based upon information available at the time the disclosure is made and are not inaccurate or made in bad faith solely because the disclosures do not accurately reflect the actual number of units covered by the policy or the amount of insurance available, if any, when a later claim is made.

(2) Are presumptively made in good faith if:

(I) The disclosure pursuant to subparagraph (5) of paragraph (b) is the same as that contained in the application to the wrap-up insurance policy insurer; and

(II) The disclosure pursuant to subparagraph (6) of paragraph (b) was obtained from the wrap-up insurance policy insurer or broker.

↳ The presumptions stated in subparagraph (2) may be overcome only by a showing that the insurer, broker or controlling party intentionally misrepresented the facts identified in subparagraph (5) or (6) of paragraph (b).

(e) Upon the written request of any participant in the wrap-up insurance policy or consolidated insurance program, a copy of the insurance policy must be provided, if available, that shows the coverage terms and items in subparagraphs (1) to (5), inclusive, of paragraph (b). If the policy is not available at the time of the request, a copy of the insurance binder or declaration of coverage may be provided in lieu of the actual policy.

(f) Any party receiving a copy of the policy, binder or declaration shall not disclose it to third parties other than the



participant's insurance broker or attorney unless required to do so by law. The participant's insurance broker or attorney may not disclose the policy, binder or declaration to any third party unless required to do so by law.

(g) If the controlling party obtaining the wrap-up insurance policy or other consolidated insurance program does not disclose the total amount or method of calculation of the premium credit or compensation to be charged to the participant before the time the participant submits its bid, the participant is not legally bound by the bid unless that participant has the right to increase the bid up to the amount equal to the difference between the amount the participant included, if any, for insurance in the original bid and the amount of the actual bid credit required by the controlling party obtaining the wrap-up insurance policy or other consolidated insurance program. This paragraph does not apply if the controlling party obtaining the wrap-up insurance policy or other consolidated insurance program did not require the subcontractor to offset the original bid amount with a deduction for the wrap-up insurance policy or program.

(h) The subcontractor's monetary obligation for enrollment in the wrap-up insurance policy or consolidated insurance program ceases upon the subcontractor's satisfaction of its agreed contribution percentage, which may have been paid either as a lump sum or on a pro rata basis throughout the subcontractor's performance of the work.

(i) In the event of an occurrence, the dollar amount required to be paid by a subcontractor as a self-insured retention or deductible must not be greater than the amount that the subcontractor would have otherwise been required to pay as a self-insured retention or deductible under a commercial general liability policy of comparable insurance in force during the relevant period for that particular subcontractor and within the specific market at the time the subcontract is entered into.

3. As used in this section:

(a) "Controlling party" means a person who owns real property involved in residential construction, a contractor or any other person who is to be indemnified by a provision in a contract entered into on or after the effective date of this act for residential construction.

(b) "Residential construction" means the construction of a new residence, of an alteration of or addition to an existing residence, or of an appurtenance.



(c) “Wrap-up insurance policy” is an insurance policy, or series of policies, written to cover risks associated with the construction, repair or landscaping of a new residence, of an alteration of or addition to an existing residence, or of an appurtenance, and covering two or more of the contractors or subcontractors that work on that construction, repair or landscaping.

Sec. 3. 1. At any time after a claimant has given notice pursuant to NRS 40.645 and before the claimant commences an action or amends a complaint to add a cause of action for a constructional defect against a contractor, subcontractor, supplier or design professional, the claimant or any contractor, subcontractor, supplier or design professional who has received notice pursuant to NRS 40.645 or 40.646 may serve upon one or more other parties a written offer to allow judgment to be entered without action in accordance with the terms and conditions of the offer of judgment.

2. Except as otherwise provided in subsection 7, if, within 10 days after the date of service of an offer of judgment, the party to whom the offer was made serves written notice that the offer is accepted, the party who made the offer or the party who accepted the offer may file the offer, the notice of acceptance and proof of service with the clerk of the district court. Upon receipt by the clerk, the clerk shall enter a judgment according to the terms of the offer. Any judgment entered pursuant to this section shall be deemed a compromise settlement. The judgment, the offer, the notice of acceptance and proof of service, with the judgment endorsed, become the judgment roll.

3. If the offer of judgment is not accepted pursuant to subsection 2 within 10 days after the date of service, the offer shall be deemed rejected by the party to whom it was made and withdrawn by the party who made it. The rejection of an offer does not preclude any party from making another offer pursuant to this section. Evidence of a rejected offer is not admissible in any proceeding other than a proceeding to determine costs and fees.

4. Except as otherwise provided in this section, if a party who rejects an offer of judgment fails to obtain a more favorable judgment in an action for a constructional defect, the court:

- (a) May not award to the party any costs or attorney’s fees;
- (b) May not award to the party any interest on the judgment for the period from the date of service of the offer to the date of entry of the judgment;



(c) Shall order the party to pay the taxable costs incurred by the party who made the offer; and

(d) May order the party to pay to the party who made the offer any or all of the following:

(1) A reasonable sum to cover any costs incurred by the party who made the offer for each expert witness whose services were reasonably necessary to prepare for and conduct the trial of the case.

(2) Any applicable interest on the judgment for the period from the date of service of the offer to the date of entry of the judgment.

(3) Reasonable attorney's fees incurred by the party who made the offer for the period from the date of service of the offer to the date of entry of the judgment. If the attorney of the party who made the offer is collecting a contingent fee, the amount of any attorney's fees awarded to the party pursuant to this subparagraph must be deducted from that contingent fee.

5. To determine whether a party who rejected an offer of judgment failed to obtain a more favorable judgment:

(a) If the offer provided that the court would award costs, the court must compare the amount of the offer with the principal amount of the judgment, without inclusion of costs.

(b) If the offer precluded a separate award of costs, the court must compare the amount of the offer with the sum of:

(1) The principal amount of the judgment; and

(2) The amount of taxable costs that the claimant who obtained the judgment incurred before the date of service of the offer.

6. Multiple parties may make a joint offer of judgment pursuant to this section.

7. A party may make to two or more other parties pursuant to this section an apportioned offer of judgment that is conditioned upon acceptance by all the parties to whom the apportioned offer is made. Each party to whom such an offer is made may serve upon the party who made the offer a separate written notice of acceptance of the offer. If any party rejects the apportioned offer:

(a) The action must proceed as to all parties to whom the apportioned offer was made, whether or not the other parties accepted or rejected the offer; and

(b) The sanctions set forth in subsection 4:

(1) Apply to each party who rejected the apportioned offer.

(2) Do not apply to any party who accepted the apportioned offer.



8. *The sanctions set forth in subsection 4 do not apply to:*

(a) An offer of judgment made to multiple parties who received a notice pursuant to NRS 40.645 or 40.646 unless the same person is authorized to decide whether to settle the claims against all the parties to whom the offer is made and:

(1) There is a single common theory of liability against all the parties to whom the offer is made;

(2) The liability of one or more of the parties to whom the offer is made is entirely derivative of the liability of the remaining parties to whom the offer is made; or

(3) The liability of all the parties to whom the offer is made is entirely derivative of a common act or omission by another person.

(b) An offer of judgment made to multiple claimants unless the same person is authorized to decide whether to settle the claims of all the claimants to whom the offer is made and:

(1) There is a single common theory of liability claimed by all the claimants to whom the offer is made;

(2) The damages claimed by one or more of the claimants to whom the offer is made are entirely derivative of an injury to the remaining claimants to whom the offer is made; or

(3) The damages claimed by all the claimants to whom the offer is made are entirely derivative of an injury to another person.

Sec. 4. NRS 40.600 is hereby amended to read as follows:

40.600 As used in NRS 40.600 to 40.695, inclusive, *and sections 2 and 3 of this act*, unless the context otherwise requires, the words and terms defined in NRS 40.603 to 40.634, inclusive, have the meanings ascribed to them in those sections.

Sec. 5. NRS 40.610 is hereby amended to read as follows:

40.610 “Claimant” means:

1. An owner of a residence or appurtenance; *or*

2. A representative of a homeowners’ association ~~that is responsible for a residence or appurtenance and is~~ acting within the scope of the representative’s duties pursuant to chapter 116 or 117 of NRS. ~~†; or~~

~~— 3. — Each owner of a residence or appurtenance to whom a notice applies pursuant to subsection 4 of NRS 40.645.†~~

Sec. 6. NRS 40.615 is hereby amended to read as follows:

40.615 “Constructional defect” means a defect in the design, construction, manufacture, repair or landscaping of a new residence, of an alteration of or addition to an existing residence, or of an appurtenance and includes, without limitation, the design, construction, manufacture, repair or landscaping of a new residence,



of an alteration of or addition to an existing residence, or of an appurtenance:

~~1. Which is done in violation of law, including, without limitation, in violation of local codes or ordinances;~~

~~2. Which presents an unreasonable risk of injury to a person or property; or~~

2. Which is not completed in a good and workmanlike manner and proximately causes physical damage to the residence, an appurtenance or the real property to which the residence or appurtenance is affixed. ‡

~~3. Which is not completed in a good and workmanlike manner in accordance with the generally accepted standard of care in the industry for that type of design, construction, manufacture, repair or landscaping; or~~

~~4. Which presents an unreasonable risk of injury to a person or property.‡~~

Sec. 7. NRS 40.635 is hereby amended to read as follows:

40.635 NRS 40.600 to 40.695, inclusive ‡, **and sections 2 and 3 of this act:**

1. Apply to any claim that arises before, on or after July 1, 1995, as the result of a constructional defect, except a claim for personal injury or wrongful death, if the claim is the subject of an action commenced on or after July 1, 1995.

2. Prevail over any conflicting law otherwise applicable to the claim or cause of action.

3. Do not bar or limit any defense otherwise available, except as otherwise provided in those sections.

4. Do not create a new theory upon which liability may be based, except as otherwise provided in those sections.

Sec. 8. NRS 40.645 is hereby amended to read as follows:

40.645 1. Except as otherwise provided in this section and NRS 40.670, before a claimant commences an action or amends a complaint to add a cause of action for a constructional defect against a contractor, subcontractor, supplier or design professional, the claimant:

(a) Must give written notice by certified mail, return receipt requested, to the contractor, at the contractor's address listed in the records of the State Contractors' Board or in the records of the office of the county or city clerk or at the contractor's last known address if the contractor's address is not listed in those records; and

(b) May give written notice by certified mail, return receipt requested, to any subcontractor, supplier or design professional known to the claimant who may be responsible for the



constructional defect, if the claimant knows that the contractor is no longer licensed in this State or that the contractor no longer acts as a contractor in this State.

2. The notice given pursuant to subsection 1 must:

(a) Include a statement that the notice is being given to satisfy the requirements of this section;

(b) ~~{Specify in reasonable detail the defects or any damages or injuries}~~ ***Identify in specific detail each defect, damage and injury*** to each residence or appurtenance that is the subject of the claim ~~{; and}~~ ***, including, without limitation, the exact location of each such defect, damage and injury;***

(c) Describe in reasonable detail the cause of the defects if the cause is known ~~{;}~~ ***and*** the nature and extent that is known of the damage or injury resulting from the defects ~~{and the location of each defect within each residence or appurtenance to the extent known.~~

~~—3.— Notice that includes an expert opinion concerning the cause of the constructional defects and the nature and extent of the damage or injury resulting from the defects which is based on a valid and reliable representative sample of the components of the residences or appurtenances may be used as notice of the common constructional defects within the residences or appurtenances to which the expert opinion applies.~~

~~—4.— Except as otherwise provided in subsection 5, one notice may be sent relating to all similarly situated owners of residences or appurtenances within a single development that allegedly have common constructional defects if:~~

~~—(a) An expert opinion is obtained concerning the cause of the common constructional defects and the nature and extent of the damage or injury resulting from the common constructional defects;~~

~~—(b) That expert opinion concludes that based on a valid and reliable representative sample of the components of the residences and appurtenances included in the notice, it is the opinion of the expert that those similarly situated residences and appurtenances may have such common constructional defects; and~~

~~—(c) A copy of the expert opinion is included with the notice.~~

~~—5.— ; and~~

(d) Include a signed statement, by each named owner of a residence or appurtenance in the notice, that each such owner verifies that each such defect, damage and injury specified in the notice exists in the residence or appurtenance owned by him or her. If a notice is sent on behalf of a homeowners' association, the statement required by this paragraph must be signed under



penalty of perjury by a member of the executive board or an officer of the homeowners' association.

3. A representative of a homeowners' association may send notice pursuant to this section on behalf of an association ~~{that is responsible for a residence or appurtenance}~~ if the representative is acting within the scope of the representative's duties pursuant to chapter 116 or 117 of NRS.

~~{6.}~~ 4. Notice is not required pursuant to this section before commencing an action if:

(a) The contractor, subcontractor, supplier or design professional has filed an action against the claimant; or

(b) The claimant has filed a formal complaint with a law enforcement agency against the contractor, subcontractor, supplier or design professional for threatening to commit or committing an act of violence or a criminal offense against the claimant or the property of the claimant.

Sec. 9. NRS 40.646 is hereby amended to read as follows:

40.646 1. Except as otherwise provided in subsection 2, not later than 30 days after the date on which a contractor receives notice of a constructional defect pursuant to NRS 40.645, the contractor shall forward a copy of the notice by certified mail, return receipt requested, to the last known address of each subcontractor, supplier or design professional whom the contractor reasonably believes is responsible for a defect specified in the notice.

2. If a contractor does not provide notice as required pursuant to subsection 1, the contractor may not commence an action against the subcontractor, supplier or design professional related to the constructional defect unless the contractor demonstrates that, after making a good faith effort, the contractor was unable to identify the subcontractor, supplier or design professional whom the contractor believes is responsible for the defect within the time provided pursuant to subsection 1.

3. ~~{Except as otherwise provided in subsection 4, not}~~ **Not** later than 30 days after receiving notice from the contractor pursuant to this section, the subcontractor, supplier or design professional shall inspect the alleged constructional defect in accordance with ~~{subsection 1 of}~~ NRS 40.6462 and provide the contractor with a written statement indicating:

(a) Whether the subcontractor, supplier or design professional has elected to repair the defect for which the contractor believes the subcontractor, supplier or design professional is responsible; and

(b) If the subcontractor, supplier or design professional elects to repair the defect, an estimate of the length of time required for the



repair, and at least two proposed dates on and times at which the subcontractor, supplier or design professional is able to begin making the repair.

4. ~~If the notice of a constructional defect forwarded by the contractor was given pursuant to subsection 4 of NRS 40.645 and the contractor provides a disclosure of the notice of the alleged common constructional defects to the unnamed owners to whom the notice may apply pursuant to NRS 40.6452:~~

~~—(a) The contractor shall, in addition to the notice provided pursuant to subsection 1, upon receipt of a request for an inspection, forward a copy of the request to or notify each subcontractor, supplier or design professional who may be responsible for the alleged defect of the request not later than 5 working days after receiving such a request; and~~

~~—(b) Not later than 20 days after receiving notice from the contractor of such a request, the subcontractor, supplier or design professional shall inspect the alleged constructional defect in accordance with subsection 2 of NRS 40.6462 and provide the contractor with a written statement indicating:~~

~~——(1) Whether the subcontractor, supplier or design professional has elected to repair the defect for which the contractor believes the subcontractor, supplier or design professional is responsible; and~~

~~——(2) If the subcontractor, supplier or design professional elects to repair the defect, an estimate of the length of time required for the repair, and at least two proposed dates on and times at which the subcontractor, supplier or design professional is able to begin making the repair.~~

~~—5.] If a subcontractor, supplier or design professional elects to repair the constructional defect, the contractor or claimant may hold the subcontractor liable for any repair which does not eliminate the defect.~~

Sec. 10. NRS 40.6462 is hereby amended to read as follows:

40.6462 ~~{1. Except as otherwise provided in subsection 2, after}~~ *After* notice of a constructional defect is given to a contractor pursuant to NRS 40.645, the claimant shall, upon reasonable notice, allow the contractor and each subcontractor, supplier or design professional who may be responsible for the alleged defect reasonable access to the residence or appurtenance that is the subject of the notice to determine the nature and extent of a constructional defect and the nature and extent of repairs that may be necessary. To the extent possible, the persons entitled to inspect shall coordinate



and conduct the inspections in a manner which minimizes the inconvenience to the claimant.

~~{2. If notice is given to the contractor pursuant to subsection 4 of NRS 40.645, the contractor and each subcontractor, supplier or design professional who may be responsible for the defect do not have the right to inspect the residence or appurtenance of an owner who is not named in the notice unless the owner requests the inspection in the manner set forth in NRS 40.6452. If the owner does not request the inspection, the owner shall be deemed not to have provided notice pursuant to NRS 40.645.}~~

Sec. 11. NRS 40.647 is hereby amended to read as follows:

40.647 1. ~~{Except as otherwise provided in NRS 40.6452, after}~~ *After* notice of a constructional defect is given pursuant to NRS 40.645, before a claimant may commence an action or amend a complaint to add a cause of action for a constructional defect against a contractor, subcontractor, supplier or design professional, the claimant must:

(a) Allow an inspection of the alleged constructional defect to be conducted pursuant to NRS 40.6462; ~~{and}~~

(b) *Be present at an inspection conducted pursuant to NRS 40.6462 and identify the exact location of each alleged constructional defect specified in the notice and, if the notice includes an expert opinion concerning the alleged constructional defect, the expert, or a representative of the expert who has knowledge of the alleged constructional defect, must also be present at the inspection and identify the exact location of each alleged constructional defect for which the expert provided an opinion; and*

(c) Allow the contractor, subcontractor, supplier or design professional a reasonable opportunity to repair the constructional defect or cause the defect to be repaired if an election to repair is made pursuant to NRS 40.6472.

2. If a claimant commences an action without complying with subsection 1 or NRS 40.645, the court shall:

(a) Dismiss the action without prejudice and compel the claimant to comply with those provisions before filing another action; or

(b) If dismissal of the action would prevent the claimant from filing another action because the action would be procedurally barred by the statute of limitations or statute of repose, the court shall stay the proceeding pending compliance with those provisions by the claimant.



Sec. 12. NRS 40.6472 is hereby amended to read as follows:

40.6472 1. Except as otherwise provided in NRS ~~{40.6452,}~~ 40.670 and 40.672, a written response must be sent by certified mail, return receipt requested, to a claimant who gives notice of a constructional defect pursuant to NRS 40.645:

(a) By the contractor not later than 90 days after the contractor receives the notice; and

(b) If notice was sent to a subcontractor, supplier or design professional, by the subcontractor, supplier or design professional not later than 90 days after the date that the subcontractor, supplier or design professional receives the notice.

2. The written response sent pursuant to subsection 1 must respond to each constructional defect in the notice and:

(a) Must state whether the contractor, subcontractor, supplier or design professional has elected to repair the defect or cause the defect to be repaired. If an election to repair is included in the response and the repair will cause the claimant to move from the claimant's home during the repair, the election must also include monetary compensation in an amount reasonably necessary for temporary housing or for storage of household items, or for both, if necessary.

(b) May include a proposal for monetary compensation, which may include contribution from a subcontractor, supplier or design professional.

(c) May disclaim liability for the constructional defect and state the reasons for such a disclaimer.

3. If the claimant is a homeowners' association, the association shall send a copy of the response to each member of the association not later than 30 days after receiving the response.

4. If the contractor, subcontractor, supplier or design professional has elected not to repair the constructional defect, the claimant or contractor may bring a cause of action for the constructional defect or amend a complaint to add a cause of action for the constructional defect.

5. If the contractor, subcontractor, supplier or design professional has elected to repair the constructional defect, the claimant must provide the contractor, subcontractor, supplier or design professional with a reasonable opportunity to repair the constructional defect.

Sec. 13. NRS 40.648 is hereby amended to read as follows:

40.648 1. If the response provided pursuant to NRS 40.6472 includes an election to repair the constructional defect:



(a) The repairs may be performed by the contractor, subcontractor, supplier or design professional, if such person is properly licensed, bonded and insured to perform the repairs and, if such person is not, the repairs may be performed by another person who meets those qualifications.

(b) The repairs must be performed:

(1) On reasonable dates and at reasonable times agreed to in advance with the claimant;

(2) In compliance with any applicable building code and in a good and workmanlike manner in accordance with the generally accepted standard of care in the industry for that type of repair; and

(3) In a manner which will not increase the cost of maintaining the residence or appurtenance than otherwise would have been required if the residence or appurtenance had been constructed without the constructional defect, unless the contractor and the claimant agree in writing that the contractor will compensate the claimant for the increased cost incurred as a result of the repair.

(c) Any part of the residence or appurtenance that is not defective but which must be removed to correct the constructional defect must be replaced.

(d) The contractor, subcontractor, supplier or design professional shall prevent, remove and indemnify the claimant against any mechanics' liens and materialmen's liens.

2. Unless the claimant and the contractor, subcontractor, supplier or design professional agree to extend the time for repairs, the repairs must be completed:

~~(a) If the notice was sent pursuant to subsection 4 of NRS 40.645 and there are four or fewer owners named in the notice, for the named owners, not later than 105 days after the date on which the contractor received the notice.~~

~~—(b) If the notice was sent pursuant to subsection 4 of NRS 40.645 and there are five or more owners named in the notice, for the named owners, not later than 150 days after the date on which the contractor received the notice.~~

~~—(c) If the notice was sent pursuant to subsection 4 of NRS 40.645, not later than 105 days after the date on which the contractor provides a disclosure of the notice to the unnamed owners to whom the notice applies pursuant to NRS 40.6452.~~

~~—(d) If the notice was not sent pursuant to subsection 4 of NRS 40.645:~~

~~—(1) Not later than 105 days after the date on which the notice of the constructional defect was received by the contractor,~~



subcontractor, supplier or design professional if the notice of a constructional defect was received from four or fewer owners; or

~~{(2)}~~ (b) Not later than 150 days after the date on which the notice of the constructional defect was received by the contractor, subcontractor, supplier or design professional if the notice was received from five or more owners or from a representative of a homeowners' association.

3. If repairs reasonably cannot be completed within the time set forth in subsection 2, the claimant and the contractor, subcontractor, supplier or design professional shall agree to a reasonable time within which to complete the repair. If the claimant and contractor, subcontractor, supplier or design professional cannot agree on such a time, any of them may petition the court to establish a reasonable time for completing the repair.

4. Any election to repair made pursuant to NRS 40.6472 may not be made conditional upon a release of liability.

5. Not later than 30 days after the repairs are completed, the contractor, subcontractor, supplier or design professional who repaired or caused the repair of a constructional defect shall provide the claimant with a written statement describing the nature and extent of the repair, the method used to repair the constructional defect and the extent of any materials or parts that were replaced during the repair.

Sec. 14. NRS 40.650 is hereby amended to read as follows:

40.650 1. If a claimant unreasonably rejects a reasonable written offer of settlement made as part of a response pursuant to paragraph (b) of subsection 2 of NRS 40.6472 and thereafter commences an action governed by NRS 40.600 to 40.695, inclusive, *and sections 2 and 3 of this act*, the court in which the action is commenced may:

- (a) Deny the claimant's attorney's fees and costs; and
- (b) Award attorney's fees and costs to the contractor.

↳ Any sums paid under a homeowner's warranty, other than sums paid in satisfaction of claims that are collateral to any coverage issued to or by the contractor, must be deducted from any recovery.

2. If a contractor, subcontractor, supplier or design professional fails to:

- (a) Comply with the provisions of NRS 40.6472;
- (b) Make an offer of settlement;
- (c) Make a good faith response to the claim asserting no liability;
- (d) Agree to a mediator or accept the appointment of a mediator pursuant to NRS 40.680; or



(e) Participate in mediation,
→ the limitations on damages and defenses to liability provided in NRS 40.600 to 40.695, inclusive, **and sections 2 and 3 of this act** do not apply and the claimant may commence an action or amend a complaint to add a cause of action for a constructional defect without satisfying any other requirement of NRS 40.600 to 40.695, inclusive ~~1~~, **and sections 2 and 3 of this act.**

3. If a residence or appurtenance that is the subject of the claim is covered by a homeowner's warranty that is purchased by or on behalf of a claimant pursuant to NRS 690B.100 to 690B.180, inclusive ~~1~~, ~~a claimant shall diligently pursue a claim under the contract.~~ :

(a) *A claimant may not send a notice pursuant to NRS 40.645 or pursue a claim pursuant to NRS 40.600 to 40.695, inclusive, and sections 2 and 3 of this act unless the claimant has first submitted a claim under the homeowner's warranty and the insurer has denied the claim.*

(b) *A claimant may include in a notice given pursuant to NRS 40.645 only claims for the constructional defects that were denied by the insurer.*

(c) If coverage under a homeowner's warranty is denied by an insurer in bad faith, the homeowner and the contractor, subcontractor, supplier or design professional have a right of action for the sums that would have been paid if coverage had been provided, plus reasonable attorney's fees and costs.

(d) *Statutes of limitation or repose applicable to a claim based on a constructional defect governed by NRS 40.600 to 40.695, inclusive, and sections 2 and 3 of this act are tolled from the time notice of the claim under the homeowner's warranty is submitted to the insurer until 30 days after the insurer rejects the claim, in whole or in part, in writing.*

4. Nothing in this section prohibits an offer of judgment pursuant to Rule 68 of the Nevada Rules of Civil Procedure or NRS 17.115 ~~if the offer of judgment includes all damages to which the claimant is entitled pursuant to NRS 40.655.~~ **or section 3 of this act.**

Sec. 15. NRS 40.655 is hereby amended to read as follows:

40.655 1. Except as otherwise provided in NRS 40.650, in a claim governed by NRS 40.600 to 40.695, inclusive, **and sections 2 and 3 of this act**, the claimant may recover only the following damages to the extent proximately caused by a constructional defect:

(a) ~~Any reasonable attorney's fees;~~



—~~(b)~~ The reasonable cost of any repairs already made that were necessary and of any repairs yet to be made that are necessary to cure any constructional defect that the contractor failed to cure and the reasonable expenses of temporary housing reasonably necessary during the repair;

~~(c)~~ *(b)* The reduction in market value of the residence or accessory structure, if any, to the extent the reduction is because of structural failure;

~~(d)~~ *(c)* The loss of the use of all or any part of the residence;

~~(e)~~ *(d)* The reasonable value of any other property damaged by the constructional defect;

~~(f)~~ *(e)* Any additional costs reasonably incurred by the claimant ~~for~~ **for constructional defects proven by the claimant**, including, but not limited to, any costs and fees incurred for the retention of experts to:

(1) Ascertain the nature and extent of the constructional defects;

(2) Evaluate appropriate corrective measures to estimate the value of loss of use; and

(3) Estimate the value of loss of use, the cost of temporary housing and the reduction of market value of the residence; and

~~(g)~~ *(f)* Any interest provided by statute.

2. ~~The amount of any attorney's fees awarded pursuant to this section must be approved by the court.~~

—~~3.~~ If a contractor complies with the provisions of NRS 40.600 to 40.695, inclusive, **and sections 2 and 3 of this act**, the claimant may not recover from the contractor, as a result of the constructional defect, ~~anything~~ **any damages** other than ~~that which is provided~~ **damages authorized** pursuant to NRS 40.600 to 40.695, inclusive ~~for~~

—~~4.~~ **, and sections 2 and 3 of this act.**

3. This section must not be construed as impairing any contractual rights between a contractor and a subcontractor, supplier or design professional.

~~5.~~ 4. As used in this section, “structural failure” means physical damage to the load-bearing portion of a residence or appurtenance caused by a failure of the load-bearing portion of the residence or appurtenance.

Sec. 16. NRS 40.695 is hereby amended to read as follows:

40.695 1. Except as otherwise provided in ~~subsection~~ **subsections 2 ~~and~~ 3**, statutes of limitation or repose applicable to a claim based on a constructional defect governed by NRS 40.600 to 40.695, inclusive, **and sections 2 and 3 of this act** are tolled from the time notice of the claim is given, until ~~30~~ **the earlier of:**



(a) *One year after notice of the claim is given; or*

(b) *Thirty* days after mediation is concluded or waived in writing pursuant to NRS 40.680.

2. *Statutes of limitation and repose may be tolled under this section for a period longer than 1 year after notice of the claim is given only if, in an action for a constructional defect brought by a claimant after the applicable statute of limitation or repose has expired, the claimant demonstrates to the satisfaction of the court that good cause exists to toll the statutes of limitation and repose under this section for a longer period.*

3. Tolling under this section applies to a third party regardless of whether the party is required to appear in the proceeding.

Sec. 17. NRS 11.202 is hereby amended to read as follows:

11.202 1. ~~{An}~~ **No** action may be commenced against the owner, occupier or any person performing or furnishing the design, planning, supervision or observation of construction, or the construction of an improvement to real property ~~{at any time}~~ **more than 6 years** after the substantial completion of such an improvement, for the recovery of damages for:

(a) Any deficiency in the design, planning, supervision or observation of construction or the construction of such an improvement ; ~~{which is the result of his or her willful misconduct or which he or she fraudulently concealed;}~~

(b) Injury to real or personal property caused by any such deficiency; or

(c) Injury to or the wrongful death of a person caused by any such deficiency.

2. The provisions of this section do not apply ~~{in}~~ :

(a) **To a claim for indemnity or contribution.**

(b) **In** an action brought against:

~~{(a)}~~ (1) The owner or keeper of any hotel, inn, motel, motor court, boardinghouse or lodging house in this State on account of his or her liability as an innkeeper.

~~{(b)}~~ (2) Any person on account of a defect in a product.

Sec. 18. NRS 11.2055 is hereby amended to read as follows:

11.2055 1. Except as otherwise provided in subsection 2, for the purposes of **this section and** NRS 11.202 , ~~{to 11.206, inclusive,}~~ the date of substantial completion of an improvement to real property shall be deemed to be the date on which:

(a) The final building inspection of the improvement is conducted;

(b) A notice of completion is issued for the improvement; or



(c) A certificate of occupancy is issued for the improvement,
→ whichever occurs later.

2. If none of the events described in subsection 1 occurs, the date of substantial completion of an improvement to real property must be determined by the rules of the common law.

Sec. 19. NRS 113.135 is hereby amended to read as follows:

113.135 1. Upon signing a sales agreement with the initial purchaser of residential property that was not occupied by the purchaser for more than 120 days after substantial completion of the construction of the residential property, the seller shall:

(a) Provide to the initial purchaser a copy of NRS 11.202 ~~to 11.206, inclusive,~~ **11.2055** and 40.600 to 40.695, inclusive ~~;~~ , **and sections 2 and 3 of this act;**

(b) Notify the initial purchaser of any soil report prepared for the residential property or for the subdivision in which the residential property is located; and

(c) If requested in writing by the initial purchaser not later than 5 days after signing the sales agreement, provide to the purchaser without cost each report described in paragraph (b) not later than 5 days after the seller receives the written request.

2. Not later than 20 days after receipt of all reports pursuant to paragraph (c) of subsection 1, the initial purchaser may rescind the sales agreement.

3. The initial purchaser may waive his or her right to rescind the sales agreement pursuant to subsection 2. Such a waiver is effective only if it is made in a written document that is signed by the purchaser.

Sec. 20. NRS 116.3102 is hereby amended to read as follows:

116.3102 1. Except as otherwise provided in this chapter, and subject to the provisions of the declaration, the association:

(a) Shall adopt and, except as otherwise provided in the bylaws, may amend bylaws and may adopt and amend rules and regulations.

(b) Shall adopt and may amend budgets in accordance with the requirements set forth in NRS 116.31151, may collect assessments for common expenses from the units' owners and may invest funds of the association in accordance with the requirements set forth in NRS 116.311395.

(c) May hire and discharge managing agents and other employees, agents and independent contractors.

(d) May institute, defend or intervene in litigation or in arbitration, mediation or administrative proceedings in its own name on behalf of itself or two or more units' owners on matters affecting the common-interest community. ***The association may not institute,***



defend or intervene in litigation or in arbitration, mediation or administrative proceedings in its own name on behalf of itself or units' owners with respect to an action for a constructional defect pursuant to NRS 40.600 to 40.695, inclusive, and sections 2 and 3 of this act unless the action pertains exclusively to common elements.

(e) May make contracts and incur liabilities. Any contract between the association and a private entity for the furnishing of goods or services must not include a provision granting the private entity the right of first refusal with respect to extension or renewal of the contract.

(f) May regulate the use, maintenance, repair, replacement and modification of common elements.

(g) May cause additional improvements to be made as a part of the common elements.

(h) May acquire, hold, encumber and convey in its own name any right, title or interest to real estate or personal property, but:

(1) Common elements in a condominium or planned community may be conveyed or subjected to a security interest only pursuant to NRS 116.3112; and

(2) Part of a cooperative may be conveyed, or all or part of a cooperative may be subjected to a security interest, only pursuant to NRS 116.3112.

(i) May grant easements, leases, licenses and concessions through or over the common elements.

(j) May impose and receive any payments, fees or charges for the use, rental or operation of the common elements, other than limited common elements described in subsections 2 and 4 of NRS 116.2102, and for services provided to the units' owners, including, without limitation, any services provided pursuant to NRS 116.310312.

(k) May impose charges for late payment of assessments pursuant to NRS 116.3115.

(l) May impose construction penalties when authorized pursuant to NRS 116.310305.

(m) May impose reasonable fines for violations of the governing documents of the association only if the association complies with the requirements set forth in NRS 116.31031.

(n) May impose reasonable charges for the preparation and recordation of any amendments to the declaration or any statements of unpaid assessments, and impose reasonable fees, not to exceed the amounts authorized by NRS 116.4109, for preparing and furnishing the documents and certificate required by that section.



(o) May provide for the indemnification of its officers and executive board and maintain directors and officers liability insurance.

(p) May assign its right to future income, including the right to receive assessments for common expenses, but only to the extent the declaration expressly so provides.

(q) May exercise any other powers conferred by the declaration or bylaws.

(r) May exercise all other powers that may be exercised in this State by legal entities of the same type as the association.

(s) May direct the removal of vehicles improperly parked on property owned or leased by the association, as authorized pursuant to NRS 487.038, or improperly parked on any road, street, alley or other thoroughfare within the common-interest community in violation of the governing documents. In addition to complying with the requirements of NRS 487.038 and any requirements in the governing documents, if a vehicle is improperly parked as described in this paragraph, the association must post written notice in a conspicuous place on the vehicle or provide oral or written notice to the owner or operator of the vehicle at least 48 hours before the association may direct the removal of the vehicle, unless the vehicle:

(1) Is blocking a fire hydrant, fire lane or parking space designated for the handicapped; or

(2) Poses an imminent threat of causing a substantial adverse effect on the health, safety or welfare of the units' owners or residents of the common-interest community.

(t) May exercise any other powers necessary and proper for the governance and operation of the association.

2. The declaration may not limit the power of the association to deal with the declarant if the limit is more restrictive than the limit imposed on the power of the association to deal with other persons.

3. The executive board may determine whether to take enforcement action by exercising the association's power to impose sanctions or commence an action for a violation of the declaration, bylaws or rules, including whether to compromise any claim for unpaid assessments or other claim made by or against it. The executive board does not have a duty to take enforcement action if it determines that, under the facts and circumstances presented:

(a) The association's legal position does not justify taking any or further enforcement action;

(b) The covenant, restriction or rule being enforced is, or is likely to be construed as, inconsistent with current law;



(c) Although a violation may exist or may have occurred, it is not so material as to be objectionable to a reasonable person or to justify expending the association's resources; or

(d) It is not in the association's best interests to pursue an enforcement action.

4. The executive board's decision under subsection 3 not to pursue enforcement under one set of circumstances does not prevent the executive board from taking enforcement action under another set of circumstances, but the executive board may not be arbitrary or capricious in taking enforcement action.

5. Notwithstanding any provision of this chapter or the governing documents to the contrary, an association may not impose any assessment pursuant to this chapter or the governing documents on the owner of any property in the common-interest community that is exempt from taxation pursuant to NRS 361.125. For the purposes of this subsection, "assessment" does not include any charge for any utility services, including, without limitation, telecommunications, broadband communications, cable television, electricity, natural gas, sewer services, garbage collection, water or for any other service which is delivered to and used or consumed directly by the property in the common-interest community that is exempt from taxation pursuant to NRS 361.125.

Sec. 21. 1. Section 2 of this act applies only to residential construction for which a contract is entered into on or after the effective date of this act.

2. The provisions of NRS 40.615 and 40.655, as amended by sections 6 and 15 of this act, apply to any claim that arises on or after the effective date of this act.

3. The provisions of NRS 40.645, 40.650 and 40.695, as amended by sections 8, 14 and 16 of this act, apply to a notice of a constructional defect given on or after the effective date of this act.

4. The provisions of NRS 40.647, as amended by section 11 of this act, apply only to an inspection conducted pursuant to NRS 40.6462, as amended by section 10 of this act, on or after the effective date of this act.

5. Except as otherwise provided in subsection 6, the period of limitations on actions set forth in NRS 11.202, as amended by section 17 of this act, applies retroactively to actions in which the substantial completion of the improvement to the real property occurred before the effective date of this act.

6. The provisions of subsection 5 do not limit an action:

(a) That accrued before the effective date of this act, and was commenced within 1 year after the effective date of this act; or



(b) If doing so would constitute an impairment of the obligation of contracts under the Constitution of the United States or the Constitution of the State of Nevada.

7. The provisions of NRS 116.3102, as amended by section 20 of this act, do not apply if a unit-owners' association has given notice of a constructional defect pursuant to NRS 40.600 to 40.695, inclusive, and sections 2 and 3 of this act on or before the effective date of this act.

8. As used in this section:

(a) "Residential construction" means the construction of a new residence, of an alteration of or addition to an existing residence, or of an appurtenance.

(b) "Unit-owners' association" has the meaning ascribed to it in NRS 116.011.

Sec. 22. NRS 11.203, 11.204, 11.205, 11.206 and 40.6452 are hereby repealed.

Sec. 23. This act becomes effective upon passage and approval.



ASSEMBLY BILL NO. 421—COMMITTEE ON JUDICIARY

MARCH 25, 2019

Referred to Committee on Judiciary

SUMMARY—Revises provisions relating to construction.
(BDR 3-841)

FISCAL NOTE: Effect on Local Government: No.
Effect on the State: No.

~

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

AN ACT relating to construction; revising the definition of “constructional defect”; revising provisions relating to the information required to be included in a notice of a constructional defect; removing provisions requiring the presence of a claimant and an expert during an inspection of an alleged constructional defect; revising provisions relating to a claimant pursuing a claim under a homeowner’s warranty; revising provisions governing the tolling of statutes of limitation and repose regarding actions for constructional defects; revising provisions relating to the recovery of damages proximately caused by a constructional defect; increasing the period during which an action for the recovery of certain damages may be commenced; removing the prohibition against a unit-owners’ association pursuing an action for a constructional defect unless the action pertains exclusively to the common elements of the association; requiring licensed contractors and applicants for the issuance or renewal of a contractor’s license to obtain and provide proof of liability insurance; and providing other matters properly relating thereto.

Legislative Counsel’s Digest:

- 1 **Section 1** of this bill revises the existing definition of “constructional defect” to
- 2 provide that a constructional defect is a defect which: (1) is done in violation of
- 3 law; (2) proximately causes physical damage to the residence, appurtenance or real
- 4 property to which the residence or appurtenance is affixed; (3) is not completed in a
- 5 good and workmanlike manner in accordance with the generally accepted standard



6 of care in the industry; or (4) presents an unreasonable risk of injury to a person or
7 property.

8 Existing law provides that before a claimant commences an action or amends a
9 complaint to add a cause of action for a constructional defect against a contractor,
10 subcontractor, supplier or design professional, the claimant: (1) is required to give
11 written notice to the contractor; and (2) if the contractor is no longer licensed or
12 acting as a contractor in this State, is authorized to give notice to any subcontractor,
13 supplier or design professional known to the claimant who may be responsible for
14 the constructional defect. Existing law also requires that such a notice include
15 certain information. (NRS 40.645) **Section 2** of this bill revises the information that
16 must be included in such a notice.

17 Existing law requires that after notice of a constructional defect is given by a
18 claimant to a contractor, subcontractor, supplier or design professional, the claimant
19 and, if the notice includes an expert opinion concerning the alleged constructional
20 defect, the expert or his or her representative with knowledge of the alleged defect
21 must: (1) be present when a contractor, subcontractor, supplier or design
22 professional conducts an inspection of the alleged constructional defect; and (2)
23 identify the exact location of each alleged constructional defect. (NRS 40.647)
24 **Section 3** of this bill removes such requirements.

25 Existing law provides that if a residence or appurtenance that is the subject of a
26 claim is covered by a homeowner's warranty purchased by or on behalf of the
27 claimant: (1) the claimant is prohibited from sending notice of a constructional
28 defect or pursuing a claim for a constructional defect unless the claimant has
29 submitted a claim under the homeowner's warranty and the insurer has denied the
30 claim; and (2) notice of a constructional defect may only include claims that were
31 denied by the insurer. (NRS 40.650) **Section 4** of this bill removes such provisions
32 and instead provides that if a residence or appurtenance that is the subject of a
33 claim is covered by a homeowner's warranty purchased by or on behalf of the
34 claimant, the claimant is required to diligently pursue a claim under the
35 homeowner's warranty.

36 Existing law also provides that if a residence or appurtenance that is the subject
37 of a claim is covered by a homeowner's warranty purchased by or on behalf of the
38 claimant, statutes of limitation or repose are tolled from the time the claimant
39 submits a claim under the homeowner's warranty until 30 days after the insurer
40 rejects the claim, in whole or in part. (NRS 40.650) **Section 4** removes this
41 provision. Existing law additionally provides that, unless good cause is shown to a
42 court to toll the statute of limitation or repose for a longer period, statutes of
43 limitation or repose applicable to a claim based on a constructional defect are tolled
44 from the time notice of the claim is given until the earlier of: (1) 1 year after notice
45 of the claim is given; or (2) 30 days after mediation is concluded or waived in
46 writing. (NRS 40.695) **Section 6** of this bill revises such provisions and provides
47 that such statutes of limitation or repose are tolled from the time notice of claim is
48 given until 30 days after mediation is concluded or waived in writing.

49 Existing law establishes the damages proximately caused by a constructional
50 defect that a claimant is authorized to recover, including additional costs reasonably
51 incurred by the claimant for constructional defects proven by the claimant. (NRS
52 40.655) **Section 5** of this bill removes the requirement that such costs be limited to
53 constructional defects proven by the claimant. **Section 5** additionally authorizes a
54 claimant to recover reasonable attorney's fees.

55 Existing law prohibits an action for the recovery of certain damages against the
56 owner, occupier or any person performing or furnishing the design, planning,
57 supervision or observation of construction, or the construction of an improvement
58 to real property, from being commenced more than 6 years after the substantial
59 completion of such an improvement. (NRS 11.202) **Section 7** of this bill increases
60 such a period to 10 years after the substantial completion of such an improvement.



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61 **Section 7** also authorizes such an action to be commenced at any time after the
62 substantial completion of such an improvement if any deficiency in the design,
63 planning, supervision or observation of construction or the construction of such an
64 improvement is the result of willful misconduct or fraudulent concealment.

65 Existing law prohibits a unit-owners' association from instituting, defending or
66 intervening in litigation or in arbitration, mediation or administrative proceedings in
67 its own name on behalf of itself or units' owners relating to an action for a
68 constructional defect unless the action pertains exclusively to common elements.
69 (NRS 116.3102) **Section 8** of this bill removes such a prohibition.

70 **Section 9** of this bill requires a contractor licensed pursuant to chapter 624 of
71 NRS or an applicant for an original or renewal license under that chapter to obtain,
72 maintain and provide proof of insurance, with coverage having specified limits of
73 liability for claims for injury to persons or damage to property which may arise
74 from or in connection with the work of the contractor or applicant or his or her
75 agents, representatives, employees or subcontractors.

THE PEOPLE OF THE STATE OF NEVADA, REPRESENTED IN
SENATE AND ASSEMBLY, DO ENACT AS FOLLOWS:

1 **Section 1.** NRS 40.615 is hereby amended to read as follows:
2 40.615 "Constructional defect" means a defect in the design,
3 construction, manufacture, repair or landscaping of a new residence,
4 of an alteration of or addition to an existing residence, or of an
5 appurtenance and includes, without limitation, the design,
6 construction, manufacture, repair or landscaping of a new residence,
7 of an alteration of or addition to an existing residence, or of an
8 appurtenance:

9 1. Which ~~is presents an unreasonable risk of injury to a person or~~
10 ~~property; or~~ *is done in violation of law, including, without*
11 *limitation, in violation of local codes or ordinances;*

12 2. Which ~~is not completed in a good and workmanlike manner~~
13 ~~and~~ proximately causes physical damage to the residence, an
14 appurtenance or the real property to which the residence or
15 appurtenance is affixed ~~+~~;

16 3. *Which is not completed in a good and workmanlike*
17 *manner in accordance with the generally accepted standard of*
18 *care in the industry for that type of design, construction,*
19 *manufacture, repair or landscaping; or*

20 4. *Which presents an unreasonable risk of injury to a person*
21 *or property.*

22 **Sec. 2.** NRS 40.645 is hereby amended to read as follows:

23 40.645 1. Except as otherwise provided in this section and
24 NRS 40.670, before a claimant commences an action or amends a
25 complaint to add a cause of action for a constructional defect against
26 a contractor, subcontractor, supplier or design professional, the
27 claimant:



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1 (a) Must give written notice by certified mail, return receipt
2 requested, to the contractor, at the contractor's address listed in the
3 records of the State Contractors' Board or in the records of the
4 office of the county or city clerk or at the contractor's last known
5 address if the contractor's address is not listed in those records; and

6 (b) May give written notice by certified mail, return receipt
7 requested, to any subcontractor, supplier or design professional
8 known to the claimant who may be responsible for the
9 constructional defect, if the claimant knows that the contractor is no
10 longer licensed in this State or that the contractor no longer acts as a
11 contractor in this State.

12 2. The notice given pursuant to subsection 1 must:

13 (a) Include a statement that the notice is being given to satisfy
14 the requirements of this section;

15 (b) ~~{Identify}~~ *Specify* in ~~{specifie}~~ *reasonable* detail ~~{each~~
16 ~~defect, damage and injury}~~ *the defects or any damages or injuries*
17 ~~to each residence or appurtenance that is the subject of the claim {;~~
18 ~~including, without limitation, the exact location of each such defect,~~
19 ~~damage and injury;}~~ ; *and*

20 (c) Describe in reasonable detail the cause of the defects if the
21 cause is known and the nature and extent that is known of the
22 damage or injury resulting from the defects . ~~{; and~~

23 ~~—(d) Include a signed statement, by each named owner of a~~
24 ~~residence or appurtenance in the notice, that each such owner~~
25 ~~verifies that each such defect, damage and injury specified in the~~
26 ~~notice exists in the residence or appurtenance owned by him or her.~~
27 ~~If a notice is sent on behalf of a homeowners' association, the~~
28 ~~statement required by this paragraph must be signed under penalty~~
29 ~~of perjury by a member of the executive board or an officer of the~~
30 ~~homeowners' association.]~~

31 3. A representative of a homeowners' association may send
32 notice pursuant to this section on behalf of an association if the
33 representative is acting within the scope of the representative's
34 duties pursuant to chapter 116 or 117 of NRS.

35 4. Notice is not required pursuant to this section before
36 commencing an action if:

37 (a) The contractor, subcontractor, supplier or design professional
38 has filed an action against the claimant; or

39 (b) The claimant has filed a formal complaint with a law
40 enforcement agency against the contractor, subcontractor, supplier
41 or design professional for threatening to commit or committing an
42 act of violence or a criminal offense against the claimant or the
43 property of the claimant.



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RA030

1 **Sec. 3.** NRS 40.647 is hereby amended to read as follows:

2 40.647 1. After notice of a constructional defect is given
3 pursuant to NRS 40.645, before a claimant may commence an
4 action or amend a complaint to add a cause of action for a
5 constructional defect against a contractor, subcontractor, supplier or
6 design professional, the claimant must:

7 (a) Allow an inspection of the alleged constructional defect to be
8 conducted pursuant to NRS 40.6462; *and*

9 (b) ~~{Be present at an inspection conducted pursuant to NRS~~
10 ~~40.6462 and identify the exact location of each alleged~~
11 ~~constructional defect specified in the notice and, if the notice~~
12 ~~includes an expert opinion concerning the alleged constructional~~
13 ~~defect, the expert, or a representative of the expert who has~~
14 ~~knowledge of the alleged constructional defect, must also be present~~
15 ~~at the inspection and identify the exact location of each alleged~~
16 ~~constructional defect for which the expert provided an opinion; and~~
17 ~~—(e)}~~ Allow the contractor, subcontractor, supplier or design
18 professional a reasonable opportunity to repair the constructional
19 defect or cause the defect to be repaired if an election to repair is
20 made pursuant to NRS 40.6472.

21 2. If a claimant commences an action without complying with
22 subsection 1 or NRS 40.645, the court shall:

23 (a) Dismiss the action without prejudice and compel the
24 claimant to comply with those provisions before filing another
25 action; or

26 (b) If dismissal of the action would prevent the claimant from
27 filing another action because the action would be procedurally
28 barred by the statute of limitations or statute of repose, the court
29 shall stay the proceeding pending compliance with those provisions
30 by the claimant.

31 **Sec. 4.** NRS 40.650 is hereby amended to read as follows:

32 40.650 1. If a claimant unreasonably rejects a reasonable
33 written offer of settlement made as part of a response pursuant to
34 paragraph (b) of subsection 2 of NRS 40.6472 and thereafter
35 commences an action governed by NRS 40.600 to 40.695, inclusive,
36 the court in which the action is commenced may:

37 (a) Deny the claimant's attorney's fees and costs; and

38 (b) Award attorney's fees and costs to the contractor.

39 ↪ Any sums paid under a homeowner's warranty, other than sums
40 paid in satisfaction of claims that are collateral to any coverage
41 issued to or by the contractor, must be deducted from any recovery.

42 2. If a contractor, subcontractor, supplier or design professional
43 fails to:

44 (a) Comply with the provisions of NRS 40.6472;

45 (b) Make an offer of settlement;



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1 (c) Make a good faith response to the claim asserting no
2 liability;

3 (d) Agree to a mediator or accept the appointment of a mediator
4 pursuant to NRS 40.680; or

5 (e) Participate in mediation,

6 ➔ the limitations on damages and defenses to liability provided in
7 NRS 40.600 to 40.695, inclusive, do not apply and the claimant may
8 commence an action or amend a complaint to add a cause of action
9 for a constructional defect without satisfying any other requirement
10 of NRS 40.600 to 40.695, inclusive.

11 3. If a residence or appurtenance that is the subject of the claim
12 is covered by a homeowner's warranty that is purchased by or on
13 behalf of a claimant pursuant to NRS 690B.100 to 690B.180,
14 inclusive †:

15 —(a) ~~A claimant may not send a notice pursuant to NRS 40.645 or~~
16 ~~pursue a claim pursuant to NRS 40.600 to 40.695, inclusive, unless~~
17 ~~the claimant has first submitted a claim under the homeowner's~~
18 ~~warranty and the insurer has denied the claim.~~

19 —(b) ~~A claimant may include in a notice given pursuant to NRS~~
20 ~~40.645 only claims for the constructional defects that were denied~~
21 ~~by the insurer.~~

22 —(c)†, *a claimant shall diligently pursue a claim under the*
23 *contract.* If coverage under a homeowner's warranty is denied by an
24 insurer in bad faith, the homeowner and the contractor,
25 subcontractor, supplier or design professional have a right of action
26 for the sums that would have been paid if coverage had been
27 provided, plus reasonable attorney's fees and costs.

28 ~~{(d) Statutes of limitation or repose applicable to a claim based~~
29 ~~on a constructional defect governed by NRS 40.600 to 40.695,~~
30 ~~inclusive, are tolled from the time notice of the claim under the~~
31 ~~homeowner's warranty is submitted to the insurer until 30 days after~~
32 ~~the insurer rejects the claim, in whole or in part, in writing.}~~

33 4. Nothing in this section prohibits an offer of judgment
34 pursuant to Rule 68 of the Nevada Rules of Civil Procedure or
35 NRS 40.652.

36 **Sec. 5.** NRS 40.655 is hereby amended to read as follows:

37 40.655 1. Except as otherwise provided in NRS 40.650, in a
38 claim governed by NRS 40.600 to 40.695, inclusive, the claimant
39 may recover only the following damages to the extent proximately
40 caused by a constructional defect:

41 (a) The reasonable cost of any repairs already made that were
42 necessary and of any repairs yet to be made that are necessary to
43 cure any constructional defect that the contractor failed to cure and
44 the reasonable expenses of temporary housing reasonably necessary
45 during the repair;



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(b) The reduction in market value of the residence or accessory structure, if any, to the extent the reduction is because of structural failure;

(c) The loss of the use of all or any part of the residence;

(d) The reasonable value of any other property damaged by the constructional defect;

(e) Any additional costs reasonably incurred by the claimant, ~~for constructional defects proven by the claimant,~~ including, but not limited to, any costs and fees incurred for the retention of experts to:

(1) Ascertain the nature and extent of the constructional defects;

(2) Evaluate appropriate corrective measures to estimate the value of loss of use; and

(3) Estimate the value of loss of use, the cost of temporary housing and the reduction of market value of the residence; ~~and~~

(f) Any interest provided by statute ~~[-]~~; *and*

(g) Any reasonable attorney's fees.

2. If a contractor complies with the provisions of NRS 40.600 to 40.695, inclusive, the claimant may not recover from the contractor, as a result of the constructional defect, any damages other than damages authorized pursuant to NRS 40.600 to 40.695, inclusive.

3. This section must not be construed as impairing any contractual rights between a contractor and a subcontractor, supplier or design professional.

4. As used in this section, "structural failure" means physical damage to the load-bearing portion of a residence or appurtenance caused by a failure of the load-bearing portion of the residence or appurtenance.

Sec. 6. NRS 40.695 is hereby amended to read as follows:

40.695 1. Except as otherwise provided in ~~subsections~~ **subsection 2**, ~~and 3,~~ statutes of limitation or repose applicable to a claim based on a constructional defect governed by NRS 40.600 to 40.695, inclusive, are tolled from the time notice of the claim is given, until ~~the earlier of:~~

~~(a) One year after notice of the claim is given; or~~

~~(b) Thirty~~ **30** days after mediation is concluded or waived in writing pursuant to NRS 40.680.

2. ~~Statutes of limitation and repose may be tolled under this section for a period longer than 1 year after notice of the claim is given only if, in an action for a constructional defect brought by a claimant after the applicable statute of limitation or repose has expired, the claimant demonstrates to the satisfaction of the court~~



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RA033

1 ~~that good cause exists to toll the statutes of limitation and repose~~
2 ~~under this section for a longer period.~~

3 —3.] Tolling under this section applies to a third party regardless
4 of whether the party is required to appear in the proceeding.

5 **Sec. 7.** NRS 11.202 is hereby amended to read as follows:

6 11.202 1. No action may be commenced against the owner,
7 occupier or any person performing or furnishing the design,
8 planning, supervision or observation of construction, or the
9 construction of an improvement to real property more than ~~{6}~~ **10**
10 years after the substantial completion of such an improvement, for
11 the recovery of damages for:

12 (a) ~~{Any}~~ ***Except as otherwise provided in subsection 2, any***
13 ***deficiency in the design, planning, supervision or observation of***
14 ***construction or the construction of such an improvement;***

15 (b) Injury to real or personal property caused by any such
16 deficiency; or

17 (c) Injury to or the wrongful death of a person caused by any
18 such deficiency.

19 2. ***An action may be commenced against the owner, occupier***
20 ***or any person performing or furnishing the design, planning,***
21 ***supervision or observation of construction, or the construction of***
22 ***an improvement to real property at any time after the substantial***
23 ***completion of such an improvement, for the recovery of damages***
24 ***for any deficiency in the design, planning, supervision or***
25 ***observation of construction or the construction of such an***
26 ***improvement which is the result of his or her willful misconduct***
27 ***or which he or she fraudulently concealed.***

28 3. The provisions of this section do not apply:

29 (a) To a claim for indemnity or contribution.

30 (b) In an action brought against:

31 (1) The owner or keeper of any hotel, inn, motel, motor
32 court, boardinghouse or lodging house in this State on account of his
33 or her liability as an innkeeper.

34 (2) Any person on account of a defect in a product.

35 **Sec. 8.** NRS 116.3102 is hereby amended to read as follows:

36 116.3102 1. Except as otherwise provided in this chapter, and
37 subject to the provisions of the declaration, the association:

38 (a) Shall adopt and, except as otherwise provided in the bylaws,
39 may amend bylaws and may adopt and amend rules and regulations.

40 (b) Shall adopt and may amend budgets in accordance with the
41 requirements set forth in NRS 116.31151, may collect assessments
42 for common expenses from the units' owners and may invest funds
43 of the association in accordance with the requirements set forth in
44 NRS 116.311395.



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1 (c) May hire and discharge managing agents and other
2 employees, agents and independent contractors.

3 (d) May institute, defend or intervene in litigation or in
4 arbitration, mediation or administrative proceedings in its own name
5 on behalf of itself or two or more units' owners on matters affecting
6 the common-interest community. ~~{The association may not institute,
7 defend or intervene in litigation or in arbitration, mediation or
8 administrative proceedings in its own name on behalf of itself or
9 units' owners with respect to an action for a constructional defect
10 pursuant to NRS 40.600 to 40.695, inclusive, unless the action
11 pertains exclusively to common elements.}~~

12 (e) May make contracts and incur liabilities. Any contract
13 between the association and a private entity for the furnishing of
14 goods or services must not include a provision granting the private
15 entity the right of first refusal with respect to extension or renewal
16 of the contract.

17 (f) May regulate the use, maintenance, repair, replacement and
18 modification of common elements.

19 (g) May cause additional improvements to be made as a part of
20 the common elements.

21 (h) May acquire, hold, encumber and convey in its own name
22 any right, title or interest to real estate or personal property, but:

23 (1) Common elements in a condominium or planned
24 community may be conveyed or subjected to a security interest only
25 pursuant to NRS 116.3112; and

26 (2) Part of a cooperative may be conveyed, or all or part of a
27 cooperative may be subjected to a security interest, only pursuant to
28 NRS 116.3112.

29 (i) May grant easements, leases, licenses and concessions
30 through or over the common elements.

31 (j) May impose and receive any payments, fees or charges for
32 the use, rental or operation of the common elements, other than
33 limited common elements described in subsections 2 and 4 of
34 NRS 116.2102, and for services provided to the units' owners,
35 including, without limitation, any services provided pursuant to
36 NRS 116.310312.

37 (k) May impose charges for late payment of assessments
38 pursuant to NRS 116.3115.

39 (l) May impose construction penalties when authorized pursuant
40 to NRS 116.310305.

41 (m) May impose reasonable fines for violations of the governing
42 documents of the association only if the association complies with
43 the requirements set forth in NRS 116.31031.

44 (n) May impose reasonable charges for the preparation and
45 recordation of any amendments to the declaration or any statements



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1 of unpaid assessments, and impose reasonable fees, not to exceed
2 the amounts authorized by NRS 116.4109, for preparing and
3 furnishing the documents and certificate required by that section.

4 (o) May provide for the indemnification of its officers and
5 executive board and maintain directors and officers liability
6 insurance.

7 (p) May assign its right to future income, including the right to
8 receive assessments for common expenses, but only to the extent the
9 declaration expressly so provides.

10 (q) May exercise any other powers conferred by the declaration
11 or bylaws.

12 (r) May exercise all other powers that may be exercised in this
13 State by legal entities of the same type as the association.

14 (s) May direct the removal of vehicles improperly parked on
15 property owned or leased by the association, as authorized pursuant
16 to NRS 487.038, or improperly parked on any road, street, alley or
17 other thoroughfare within the common-interest community in
18 violation of the governing documents. In addition to complying with
19 the requirements of NRS 487.038 and any requirements in the
20 governing documents, if a vehicle is improperly parked as described
21 in this paragraph, the association must post written notice in a
22 conspicuous place on the vehicle or provide oral or written notice to
23 the owner or operator of the vehicle at least 48 hours before the
24 association may direct the removal of the vehicle, unless the vehicle:

25 (1) Is blocking a fire hydrant, fire lane or parking space
26 designated for the handicapped; or

27 (2) Poses an imminent threat of causing a substantial adverse
28 effect on the health, safety or welfare of the units' owners or
29 residents of the common-interest community.

30 (t) May exercise any other powers necessary and proper for the
31 governance and operation of the association.

32 2. The declaration may not limit the power of the association to
33 deal with the declarant if the limit is more restrictive than the limit
34 imposed on the power of the association to deal with other persons.

35 3. The executive board may determine whether to take
36 enforcement action by exercising the association's power to impose
37 sanctions or commence an action for a violation of the declaration,
38 bylaws or rules, including whether to compromise any claim for
39 unpaid assessments or other claim made by or against it. The
40 executive board does not have a duty to take enforcement action if it
41 determines that, under the facts and circumstances presented:

42 (a) The association's legal position does not justify taking any or
43 further enforcement action;

44 (b) The covenant, restriction or rule being enforced is, or is
45 likely to be construed as, inconsistent with current law;



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1 (c) Although a violation may exist or may have occurred, it is
2 not so material as to be objectionable to a reasonable person or to
3 justify expending the association's resources; or

4 (d) It is not in the association's best interests to pursue an
5 enforcement action.

6 4. The executive board's decision under subsection 3 not to
7 pursue enforcement under one set of circumstances does not prevent
8 the executive board from taking enforcement action under another
9 set of circumstances, but the executive board may not be arbitrary or
10 capricious in taking enforcement action.

11 5. Notwithstanding any provision of this chapter or the
12 governing documents to the contrary, an association may not impose
13 any assessment pursuant to this chapter or the governing documents
14 on the owner of any property in the common-interest community
15 that is exempt from taxation pursuant to NRS 361.125. For the
16 purposes of this subsection, "assessment" does not include any
17 charge for any utility services, including, without limitation,
18 telecommunications, broadband communications, cable television,
19 electricity, natural gas, sewer services, garbage collection, water or
20 for any other service which is delivered to and used or consumed
21 directly by the property in the common-interest community that is
22 exempt from taxation pursuant to NRS 361.125.

23 **Sec. 9.** Chapter 624 of NRS is hereby amended by adding
24 thereto a new section to read as follows:

25 *1. Before issuing an initial or renewal of a contractor's*
26 *license to an applicant, the Board shall require that the applicant*
27 *submit to the Board proof of insurance against claims for injury to*
28 *persons or damage to property which may arise from or in*
29 *connection with work that is subject to regulation pursuant to this*
30 *chapter performed by the applicant or his or her agents,*
31 *representatives, employees or subcontractors in an amount not*
32 *less than the amount set forth in subsection 2.*

33 *2. To satisfy the requirements of this section, a licensee or an*
34 *applicant for a contractor's license shall obtain and provide proof*
35 *of insurance with coverage that has limits of liability not less than:*

36 *(a) If the Board places on the license a limit on contracting or*
37 *bidding to contract in an amount less than \$1,000,000, \$300,000*
38 *in the aggregate and \$100,000 for each occurrence;*

39 *(b) If the Board places on the license a limit on contracting or*
40 *bidding to contract in an amount that is \$1,000,000 or greater but*
41 *less than \$10,000,000, \$2,000,000 in the aggregate and \$1,000,000*
42 *for each occurrence; and*

43 *(c) If the Board places on the license a limit on contracting or*
44 *bidding to contract in an amount that is \$10,000,000 or greater or*



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1 *is unlimited, \$3,000,000 in the aggregate and \$3,000,000 for each*
2 *occurrence.*

3 *3. If a licensee applies to the Board for a temporary increase*
4 *in the limit on contracting or bidding to contract which the Board*
5 *has placed on his or her license, the Board shall require the*
6 *licensee to submit proof of insurance with coverage that has limits*
7 *of liability as provided in subsection 2 that correspond to the*
8 *temporary limit on contracting or bidding to contract. The*
9 *insurance required pursuant to this subsection may be contingent*
10 *upon approval by the Board of the temporary increase in the limit*
11 *on contracting or bidding to contract.*

12 *4. A licensee shall maintain the insurance required pursuant*
13 *to this section at all times during which the licensee holds his or*
14 *her license.*

15 *5. The Board may impose an administrative fine against a*
16 *licensee in an amount not more than \$10,000, in addition to any*
17 *other penalty authorized by this chapter, if the licensee:*

18 *(a) Causes injury to persons or damage to property which*
19 *arises from or in connection with work that is subject to regulation*
20 *pursuant to this chapter performed by the licensee or his or her*
21 *agents, representatives, employees or subcontractors; and*

22 *(b) Has failed to comply with the requirements of subsection 2*
23 *or 3.*

24 **Sec. 10.** NRS 624.220 is hereby amended to read as follows:

25 624.220 1. The Board shall adopt regulations necessary to
26 effect the classification and subclassification of contractors in a
27 manner consistent with established usage and procedure as found in
28 the construction business, and may limit the field and scope of the
29 operations of a licensed contractor to those in which the contractor
30 is classified and qualified to engage as defined by NRS 624.215 and
31 the regulations of the Board.

32 2. The Board shall limit the field and scope of the operations of
33 a licensed contractor by establishing a monetary limit on a
34 contractor's license, and the limit must be the maximum contract a
35 licensed contractor may undertake on one or more construction
36 contracts on a single construction site or subdivision site for a single
37 client. The Board may take any other action designed to limit the
38 field and scope of the operations of a contractor as may be necessary
39 to protect the health, safety and general welfare of the public. The
40 limit must be determined after consideration of the factors set forth
41 in NRS 624.260 to 624.265, inclusive ~~††~~, *and section 9 of this act.*

42 3. A licensed contractor may request that the Board increase
43 the monetary limit on his or her license, either on a permanent basis
44 or for a single construction project. A request submitted to the
45 Board pursuant to this subsection must be in writing on a form



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1 prescribed by the Board and accompanied by such supporting
2 documentation as the Board may require. A request submitted
3 pursuant to this section for a single construction project must be
4 submitted to the Board at least 5 working days before the date on
5 which the licensed contractor intends to submit a bid for the project
6 and must be approved by the Board before the submission of a bid
7 by the contractor for the project.

8 4. Subject to the provisions of regulations adopted pursuant to
9 subsection 5, nothing contained in this section prohibits a specialty
10 contractor from taking and executing a contract involving the use of
11 two or more crafts or trades, if the performance of the work in the
12 crafts or trades, other than in which the specialty contractor is
13 licensed, is incidental and supplemental to the performance of work
14 in the craft for which the specialty contractor is licensed.

15 5. The Board shall adopt regulations establishing a specific
16 limit on the amount of asbestos that a licensed contractor with a
17 license that is not classified for the abatement or removal of asbestos
18 may abate or remove pursuant to subsection 4.

19 **Sec. 11.** 1. The provisions of NRS 40.615 and 40.655, as
20 amended by sections 1 and 5 of this act, respectively, apply to any
21 claim that arises on or after October 1, 2019.

22 2. The provisions of NRS 40.645 and 40.650, as amended by
23 sections 2 and 4 of this act, respectively, apply to a notice of
24 constructional defect given on or after October 1, 2019.

25 3. The provisions of NRS 40.647, as amended by section 3 of
26 this act, apply to an inspection conducted pursuant to NRS 40.6462
27 on or after October 1, 2019.

28 4. The period of limitations on actions set forth in NRS 11.202,
29 as amended by section 7 of this act, apply retroactively to actions in
30 which the substantial completion of the improvement to the real
31 property occurred before October 1, 2019.

32 5. The provisions of section 9 of this act apply to licenses
33 issued or renewed pursuant to chapter 624 of NRS on or after
34 October 1, 2019.



CHAPTER III
LEGISLATIVE PROCEDURE AND
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Sessions

Regular sessions of the Nevada Legislature are held biennially in odd-numbered years. They convene on the first Monday in February after the election of members of the Senate and Assembly. At other times, the Governor may, for a specific purpose, call the Legislature into special session,¹ or the Legislature may, upon a petition signed by two-thirds of the members elected to each house of the Legislature, convene a special session for a specific purpose without action by the Governor.²

Sessions are limited to 120 calendar days following the approval by voters of a constitutional amendment in 1998.³ Previous sessions were unlimited in length following the repeal in 1958 of a constitutional provision setting a 60-day maximum limit on the duration of a session. Since 1958, there has been only one regular session of less than 60 days, that being the single annual session of 1960, which lasted 55 days. Between 1975 and 1997, regular sessions in Nevada ran between 113 and 169 days. Conversely, the 1989 Special Session was the shortest in history, lasting just over two hours in the Senate.

The *Nevada Constitution* also limits the number of days for which legislators may receive compensation. Since 2005, the salary of members has been set by NRS 218A.630 at a minimum of \$130 per day, adjusted by an amount equal to the cumulative increase in the salaries of state employees. However, the *Constitution* forbids compensation for services to be paid to legislators for more than 60 calendar days for any regular session and 20 days for any special session.⁴ Reimbursement for certain expenses of members, however, may continue for the entire length of a session.

Special sessions of the Legislature may be convened on the call of the Governor or by petition of the Legislature.⁵ After both houses have organized in special session, the Governor is required by the *Nevada Constitution* to state the purpose for which they have been convened. If the Legislature were to convene itself in special session, the purpose of the session would be included in the petition. The Legislature may not enact any bills pertaining to subjects other than those for which it was convened. The Legislature, at times, has adopted simple or concurrent resolutions to express its sentiments on matters not contained in the Governor's call. The last special session, which was the thirtieth in state history, was conducted in October 2016. The Legislature was granted the authority to call itself into a special session by the voters at the 2012 General Election. It has not yet exercised this ability.

Legislative activities, including committee hearings, are open to the public. The *Constitution* also stipulates that neither house may, without the consent of the other, adjourn for more than three days nor move to any place other than where it is holding its session.⁶ The Joint Rules of the Senate and Assembly specify that one or more adjournments, for a duration of more than three days, may be taken to permit standing committees, select committees, or the Legislative Counsel Bureau (LCB) to prepare the matters respectively entrusted to them for the consideration of the Legislature as a whole. The total time taken for all such adjournments is not to exceed 20 days during any regular session.⁷ The 1991, 1993, and 1995 Legislatures adjourned for two weeks early in the session to allow the Senate Committee on Finance and Assembly Committee on Ways and Means to work full-time on the review of proposed state agency budgets. During this same period, the remaining "morning" committees of the Legislature held hearings on bills and other legislative matters in the Las Vegas area. Beginning in 1999, the two money committees have conducted informational hearings in Carson City as a subcommittee acting under the auspices of the Legislative Commission during the two weeks immediately preceding the start of session.

In the case of a disagreement between the two houses with respect to the time of the Legislature's final adjournment, the Governor is constitutionally empowered to adjourn the Legislature to such a time as deemed proper, but not, however, beyond the time fixed for the meeting of the next Legislature.⁸

Legislative Leadership

LEGISLATIVE OFFICERS: SENATE

To perform their proper roles efficiently, the two houses of the Nevada Legislature are authorized by the *Nevada Constitution* to choose their own officers (except for the President of the Senate). They also may determine the rules of their proceedings, punish their members for disorderly conduct, and, with the concurrence of two-thirds of all the members elected, expel a member.⁹ From tradition and experience, both houses have created internal administrative structures that closely parallel one another. There are, however, certain differences in terminology and the assignment of responsibility that distinguish the two houses.

The Lieutenant Governor is the Senate's presiding officer, sitting as the President of the Senate. The Lieutenant Governor is elected by the public for a four-year term in November of even-numbered years between presidential elections and is the first in line of succession to the governorship. The Lieutenant Governor presides over the Senate but is not a member of it and cannot vote on any question, except to break a tie vote.¹⁰

The President calls the Senate to order, chairs the conduct of business before the body, is responsible for the maintenance of decorum in the chamber, and has the

general direction of the Senate chamber. In addition, the President recognizes senators during debate; decides questions of parliamentary procedure, subject to appeal to the whole Senate; and signs all acts, addresses, joint resolutions, writs, warrants, and subpoenas.¹¹

The President Pro Tempore presides over the Senate in the absence of the President. Unlike the President, the President Pro Tempore is a member of the Senate and elected by it. As a senator, the President Pro Tempore may vote on all issues, may enter into debate by relinquishing the chair, and exercises all of the powers and responsibilities of the President.¹² Under the *Nevada Constitution*, the President Pro Tempore is the second in line of succession to the governorship, immediately after the Lieutenant Governor.¹³

If both the President of the Senate and the President Pro Tempore are absent or unable to discharge their duties, the *Standing Rules of the Senate* stipulate that the chair of the Standing Committee on Legislative Operations and Elections or, if this officer is absent, the committee's vice chair should preside. In the event that none of the designated officers is able to preside, the rules provide for the Senate to elect one of its members as the presiding officer for that occasion.¹⁴

The Secretary of the Senate is elected by the members of the Senate to serve as administrative officer and parliamentarian. Responsible to the Majority Leader, the Secretary coordinates the daily activities of floor sessions, reads official communications to the body, calls roll, tabulates votes, edits the Journals and Histories of the Senate, records all floor action, oversees the processing of bills and resolutions, and signs all acts passed by the Legislature. The Secretary also interviews and hires Senate employees and supervises a cadre of administrative professionals. At the end of each working day, unless otherwise ordered by the Senate, the Secretary transmits to the Assembly those bills and resolutions upon which the next action is to be taken by that body.¹⁵

The Sergeant at Arms of the Senate is responsible for keeping order in and around the chamber, ensuring that only authorized persons are permitted on the floor, and handling other duties as directed by the Majority Leader. The Sergeant at Arms also is responsible for maintaining the Senate's chamber, private caucus room, kitchen, and meeting rooms for committees.¹⁶ The Deputy Sergeant at Arms and the Assistant Sergeants at Arms act as the Senate doorkeepers, preserve order in the Senate chamber, and provide other assistance to the Sergeant at Arms.¹⁷

In addition to these major Senate officers, there are a number of employees hired to perform miscellaneous functions. Legislative assistants, clerks, and other staff are appointed to their positions via a one-house resolution. In the Assembly, these are referred to as attachés; in the Senate, session staff. The number of officers and employees of the Senate and the Assembly is determined each session by each respective house.¹⁸

LEGISLATIVE OFFICERS: ASSEMBLY

The presiding officer of the Nevada Assembly is the Speaker. Unlike the President of the Senate, the Speaker of the Assembly is elected from among the membership of the Assembly. The 2017 Assembly Standing Rules provide that the Speaker shall, among other things: (1) preserve order and decorum and have general direction of the chamber; (2) decide all questions of order, subject to each member's right to appeal; (3) have the right to assign the duties of the chair to any member for up to one legislative day; (4) have the power to accredit the persons who act as representatives of the news media and assign their seats; (5) sign all bills and resolutions passed or adopted by the Legislature and all subpoenas issued by the Assembly or any committee thereof; and (6) vote on final passage of a bill or resolution. The Speaker is not required to vote in ordinary legislative proceedings except when such a vote would be decisive. In all yeas and nays votes, the Speaker's name is required to be called last.¹⁹ The Speaker is third in the line of succession to the governorship, behind the Lieutenant Governor and President Pro Tempore of the Senate.²⁰ The tenures of the President Pro Tempore and the Speaker continue beyond the end of the session and until their successors are designated after the general election.²¹

It has been customary for the Assembly to elect a Speaker Pro Tempore to preside in the temporary absence of the Speaker. This officer's duties are comparable to those of the President Pro Tempore of the Senate, exclusive of the right of succession to the governorship. Assembly Standing Rule 1 requires that if a permanent vacancy occurs in the office of Speaker, the Assembly shall select a new Speaker.²²

The Chief Clerk is elected by the members of the Assembly to serve as administrative officer and parliamentarian. The Clerk also serves as an ex officio member of the Committee on Legislative Operations and Elections. Responsible to the Speaker, the Chief Clerk coordinates the daily activities of floor sessions, reads official communications to the body, calls roll, tabulates votes, edits the Journals and Histories of the Assembly, records all floor actions, oversees the processing of bills and resolutions, and signs all acts passed by the Legislature. The Chief Clerk recruits, selects, trains, and supervises all attachés employed to assist with the work of the Assembly. The Chief Clerk also transmits to the Senate measures passed or adopted by the Assembly that next require Senate action.²³

The Sergeant at Arms of the Assembly is responsible for keeping order in and around the chamber, ensuring that only authorized persons are permitted on the floor, taking into custody any person who interferes with the legislative process, and handling other duties as directed by the Speaker and Chief Clerk. The Sergeant at Arms is also responsible for maintaining the Assembly chamber, private caucus rooms, and kitchen.²⁴ The Assistant Sergeants at Arms act as the Assembly doorkeepers, preserve order in and around the Assembly chamber, and provide other assistance to the Sergeant at Arms.²⁵

The law permits the Senate and Assembly to invite ministers of the different religious denominations to officiate alternately as chaplains of the respective houses.²⁶ By custom, the chaplains are usually selected from the local clergy association. Occasionally, however, ministers from other locations, legislative staff, or legislators themselves serve as chaplains.

FLOOR LEADERS

In addition to the formal leadership in the two houses of the Legislature, the partisan nature of the chambers makes it necessary to use majority membership leadership positions to manage the legislative workload. In the Senate, the Majority and Minority Leaders of their respective parties are selected during party caucus. In the Assembly, the Minority Floor Leader is selected during that party's caucus. The Senate and Assembly also have, by custom, established the positions of Assistant Majority Floor Leader, Assistant Minority Floor Leader, Majority Whip, Minority Whip, Assistant Majority Whip, and Assistant Minority Whip. House leaders are not legal officers of the houses, since their offices do not exist under provisions of law.²⁷ In Nevada, the Senate Majority Leader is the actual leader of the Senate, with powers similar to those of the Speaker of the Assembly.

Generally, the Majority Floor Leader or the Assistant Majority Floor Leader manages the referral to committee of bills that are received from the other house and works closely with the presiding officer and chief legislative officer on parliamentary operations involving legislation being considered on the floor. Thus, a thorough knowledge of parliamentary procedure is an important attribute of a competent Majority Floor Leader or Assistant Majority Floor Leader.

Floor leaders are party officials in the Legislature and are responsible for maintaining party discipline in their respective houses. Straight party voting is relatively uncommon in the Nevada Legislature, as members customarily exercise wide latitude in voting. But in certain critical areas, the Majority and Minority Floor Leaders are expected to call a caucus to determine their party's stance on an issue. Once a position is agreed upon, the floor leaders work with the party "whips" to solidify partisan support for the caucus decision. The tenure of the floor leaders extends during the interim between regular sessions of the Legislature and until the organization of the next succeeding regular session.²⁸

Procedure and Order of Business in the Senate and Assembly

The Senate and the Assembly function in accordance with constitutional provisions and judicial decisions thereon; adopted joint rules of the two houses and house standing rules; custom, usage, and precedents; *Nevada Revised Statutes*; *Mason's Manual of Legislative Procedure*; and parliamentary law.

The Senate rules stipulate that *Mason's Manual of Legislative Procedure* shall govern in all cases in which it is not inconsistent with the Standing Rules and orders and the Joint Rules of the two houses.²⁹

Under the Standing Rules of the Senate, precedence of authority is outlined within *Mason's Manual of Legislative Procedure*, Sec. 4.2. The precedence of parliamentary authority for the Assembly is outlined in its Standing Rules.

The Secretary of the Senate and the Chief Clerk of the Assembly serve as parliamentarians for their respective houses.

Under the rules of the Senate, the President calls the chamber to order at 11 a.m. each day of sitting unless the Senate has adjourned to some other day and hour.³⁰ The Assembly meets daily at 11:30 a.m., unless it has previously adjourned to some other hour.³¹

Quorum

The *Nevada Constitution* states that a majority of all members elected to each house constitutes a quorum to transact business. However, a number smaller than this quorum may adjourn from day to day and may compel the attendance of absent members.³²

Order of Business

Each house has an official order of business incorporated into its Standing Rules. In the Senate, the order of business for the 2017 Session was as follows:

1. Roll Call.
2. Prayer and Pledge of Allegiance to the Flag.
3. Reading and Approval of the Journal.
4. Reports of Committees.
5. Messages from the Governor.
6. Messages from the Assembly.
7. Communications.
8. Waivers and Exemptions.
9. Motions, Resolutions and Notices.
10. Introduction, First Reading and Reference.
11. Consent Calendar.
12. Second Reading and Amendment.
13. General File and Third Reading.
14. Unfinished Business.
15. Special Orders of the Day.
16. Remarks from the Floor; Introduction of Guests. A senator may speak under this order of business for a period of not more than 10 minutes.³³

On the Assembly side, the 2017 order of business varied slightly:

1. Call to Order.
2. Reading and Approval of Journal.
3. Presentation of Petitions.
4. Reports of Standing Committees.
5. Reports of Select Committees.
6. Communications.
7. Messages from the Senate.
8. Motions, Resolutions and Notices.
9. Introduction, First Reading and Reference.
10. Consent Calendar.
11. Second Reading and Amendment.
12. General File and Third Reading.
13. Unfinished Business of Preceding Day.
14. Vetoed Bills and Special Orders of the Day.
15. Remarks from the Floor, limited to 10 minutes.³⁴

Each item in an official order of business is considered as the house progresses through the day's program of business. From time to time, however, members may request that the presiding officer turn to items of business that are out of the usual order.

THE LEGISLATURE IN ACTION: A BILL BECOMES A LAW

The steps through which a bill progresses toward enactment are outlined in a chart entitled "Nevada's Legislative Process," which is located in Appendix C at the end of this manual. The following discussion provides a brief overview of the process. The 2017 Regular Session of the Nevada Legislature considered 1,077 bills—522 bills from the Assembly and 555 bills from the Senate. Additionally, one initiative petition was considered. The Senate and Assembly combined also considered over 60 resolutions. Of the bills and initiative petition that were considered during the 2017 Session, 649 bills were approved. The Governor vetoed 26 bills during session, none of which were overridden. He vetoed another 15 bills after the 2017 Session ended; these bills will be returned to the houses in which they originated for possible reconsideration when the 2019 Legislature convenes. The Governor signed all remaining bills; therefore, 608 bills became law.³⁵

Organizing the Legislature

When the Legislature convenes in February of odd-numbered years, there are no operative rules and, in the Assembly, no presiding officer. The Secretary of State calls the Assembly to order at the beginning of a session and appoints a Temporary Chief Clerk. After call to order, the Secretary of State appoints a temporary Committee on Legislative Operations and Elections, which examines a certified copy of the *Abstract of Votes* along with any certificate of appointment issued by a county commission to fill a vacant seat and recommends the seating of legislators. Once the

members of the Assembly have been sworn in by a Justice of the Supreme Court, the Secretary of State customarily asks for nominations for Speaker. Once the entire membership of the body elects a Speaker, the Secretary of State turns the chair over to the new Speaker, who proceeds to conduct elections for Speaker Pro Tempore and Chief Clerk of the Assembly.³⁶ After the Assembly is organized, committees are appointed to inform the Senate and Governor that the Assembly is ready for business. However, these procedures may not be necessary if a special session of the Legislature has recently been held.

On the Senate side, the Lieutenant Governor presides over the chamber as President, in accordance with the provisions of the *Nevada Constitution*. With the exception of the election of a presiding officer (which is unnecessary in the Senate), the procedures parallel those of the Assembly. The major difference is that the Senate is not an entirely new body. Approximately one-half of the Senators are elected at each general election, the remainder serving in a holdover capacity.

In recent years, the *State of the State Address* by the Governor has been given to a joint gathering of the members of the Senate and Assembly prior to the start of the session. The text of the message is then officially accepted on the first day of the session. In this message to the Legislature, the Governor outlines the major problems confronting the state and proposes legislative solutions for the consideration of the houses. Under usual circumstances, the speech highlights the most important elements of the Governor's party's legislative program. It constitutes the "action" agenda of the session, for even if the legislative majority party is not of the same political persuasion, the Governor's message will delineate the significant sphere of issues to be resolved.

Long before the Legislature convenes in February, the legislative process is set in motion in subtle and frequently intangible ways. Social problems enter the forum of public debate, and through the exchange of ideas among the citizenry, certain opinions and issues are given the impetus needed to find expression in the legislative arena. Contending positions on public questions are identified, and proposed solutions to problems and conflicts are advocated in the press, among the people, in the academic community, within various interest groups, and among concerned governmental agencies and officials. But whatever the source of an idea for resolving a civic issue, that idea must be translated into a concrete legislative proposal for action—a bill or resolution—before it can formally enter the legislative forum for consideration.

In Nevada, only members of the Legislature or standing committees from either house can introduce legislation. Advocates of proposed legislation must secure a legislative sponsor in order to see their ideas enacted into law. Once a sponsor is obtained, a proposal may then be drafted in the form of a bill or a resolution, whichever is appropriate to the matter under consideration. Much of the proposed legislation is initiated by the legislators themselves.

Catastrophic Emergencies

The Legislature has established a plan for the continuation of state and local governmental operations in the event of a catastrophic emergency. The Governor must first determine that the provisions in the *Nevada Constitution* and the *Nevada Revised Statutes* are not able to provide for a sufficiently expedient continuity of government and temporary succession of power as a result of vacancies in office created by the catastrophic emergency.³⁷ Under the plan, if vacancies occur in more than 15 percent of the seats in either house of the Legislature (three in the Senate or six in the Assembly) as a result of a catastrophic emergency, the remaining legislators available for duty constitute the Legislature and have full power to act in separate or joint assembly by majority vote of those present. Legislative measures may be approved in the same proportion necessary as if the entire Legislature were present. Any requirement for a quorum must initially be suspended and adjusted as vacant offices are filled. The Legislature may meet at a location other than the location the legislative body ordinarily meets (Carson City), if the legislative body determines that such a change is needed due to safety and related concerns.

Bill Drafting

Before starting its journey through the Legislature, each proposed legislative measure must be drafted in suitable form and terminology. Under law, this function for the Nevada Legislature is performed by bill drafters employed by the Legislative Counsel.³⁸ The Legislative Counsel and bill drafting staff provide legal services at no charge for all legislators, regardless of political party. The service is confidential, and the contents of a proposed legislative measure will not be divulged to anyone without the express consent of the sponsor or sponsors.

After obtaining the facts and objectives from a sponsor, the bill drafter must translate the information into proper legal terminology, form, and style. The bill must be coherent, concise, understandable, and free of ambiguity; it must be checked for conformance with the *U.S. Constitution* and the *Nevada Constitution*; court decisions relevant to the legislative measure must be checked; and *Nevada Revised Statutes* must be studied to ascertain whether there are conflicts. To the extent practicable, the Legislative Counsel shall cause each bill or joint resolution introduced in the Legislature to include a digest. The digest must be printed on the bill immediately following the title of the bill.³⁹

In addition, the bill drafter must check the legislative measure for compliance with the provision in the *Nevada Constitution* that requires that each law enacted by the Legislature must be limited to one subject area.⁴⁰

The Legislative Counsel, insofar as it is possible, processes legislators' bill draft requests (BDRs) in the order in which they are received. However, legislators may designate different drafting priorities for their own bills and resolutions.

In addition to drafting legislative measures for legislators, the Legislative Counsel prepares legislative measures for the Executive Branch when authorized by the Governor or a designated representative.⁴¹ The Legislative Counsel also prepares legislative measures requested by the Supreme Court.⁴² Authorization for the drafting of legislative measures on behalf of state constitutional officers, local governments, school districts, and other groups are also specified in statute.⁴³ Appendices A and B provide a general overview of the statutory limitations and deadlines for BDRs.

After November 1 of the year preceding a regular session, full priority is given to legislators' requests for bill drafting, and the Legislative Counsel is not permitted to prepare any proposed legislation during any regular session of the Legislature except as authorized by statute or joint rule of the Legislature.⁴⁴ On July 1 of the year preceding the next regular session (and each week thereafter until adjournment of the Legislature), the Legislative Counsel prepares a list of requests received for the preparation of legislative measures to be submitted to the Legislature.⁴⁵ The BDR list is available to the public in booklet form and on the Nevada Legislature's website at: <https://www.leg.state.nv.us/>.

Prefiling of Bills

A majority of states, including Nevada, authorize the prefiling of bills. Prefiling allows drafted bills and joint resolutions, upon the approval of the primary sponsor, to be numbered, printed and made available for public review, and scheduled for hearing before the start of session. On the first day of session, these measures are formally introduced and referred to committee. Prefiled bills and resolutions could be heard in committee as early as the second or third day of session. The process of prefiling is designed to help expedite the review of a significant number of bills early in the session.

The statutory provisions regarding prefiling are generally found in NRS 218D.575, 218D.580, and 218D.585. Current law provides that all requests for measures submitted by certain nonlegislative entities (including local governments, the Executive Branch, and the Supreme Court) must be prefiled by the third Wednesday of November preceding a legislative session or they will be deemed withdrawn.⁴⁶

Fiscal Notes

A fiscal note is a document that details the fiscal effect of certain bills and resolutions and is attached to or becomes a part of the bill or resolution. An example of a fiscal note may be found in Appendix D. The statutory provisions regarding fiscal notes for bills and joint resolutions are found in NRS 218D.400 through NRS 218D.495, inclusive. A bill or joint resolution is required to have a fiscal note if it meets any of the following criteria:

- It creates or increases a fiscal liability or decreases revenue for the state government by more than \$2,000;
- It increases or provides for a new term of imprisonment in the state prison or makes release on parole or probation from the state prison less likely; or
- It creates or increases a fiscal liability or decreases revenue for any local government or school district. (A fiscal note is not required if the only impact on a local government is that a bill or joint resolution increases or newly provides for a term of imprisonment in a county or city jail or detention facility, or makes release on probation therefrom less likely.)⁴⁷

Information regarding the necessity of a fiscal note can be found in the summary of the bill or joint resolution.⁴⁸ All bills or joint resolutions which propose ballot questions have fiscal notes.

When a bill or resolution is drafted, the Legislative Counsel consults with the Fiscal Analysis Division to determine if a fiscal note is required. If the requester is a legislator, the Fiscal Analysis Division then informs the legislator requesting the bill draft that a fiscal note is required and requests permission to obtain fiscal notes from the affected state or local government entities. If the legislator does not give permission, requests for fiscal notes are made automatically upon introduction of the bill. Although a bill or joint resolution can be introduced without a fiscal note, the fiscal note shall be obtained by the Fiscal Analysis Division before a vote is taken on such a bill or joint resolution by a committee of the Senate or the Assembly.⁴⁹

A fiscal note is required only on the original bill or joint resolution, but is not required on amendments. If an amendment by either house invalidates the original fiscal note, the presiding officer (the Senate Majority Leader or the Speaker of the Assembly) may direct the Fiscal Analysis Division to obtain a new fiscal note showing the effect of the amended bill or joint resolution.⁵⁰ Any legislator may request that a fiscal note be done on any bill while it is before the house of the Legislature to which the legislator belongs. Upon receiving the request, the presiding officer shall request the Fiscal Analysis Division to obtain a fiscal note if the presiding officer determines that the bill or joint resolution requires a fiscal note.⁵¹

A bill or joint resolution that is sent to a state or local government entity for a fiscal note may be used by that entity for official purposes only, and may not be copied or otherwise disseminated by that entity until the bill or joint resolution has been made public, or with permission of the party who has requested the bill or joint resolution.⁵² The Fiscal Analysis Division does not release the name of the party requesting the bill to the entity requested to complete the fiscal note. State agencies have five working days from the date of request to provide a response of the fiscal impact, send it to the Governor's Office of Finance for review and comments, and

return it to the Fiscal Analysis Division. The Fiscal Analysis Division may grant up to a ten-day extension if the subject requires extensive research.⁵³ Fiscal notes completed by the Judicial Branch, the Legislature, or other non-Executive Branch agencies are returned directly to the Fiscal Analysis Division and are not subject to review by the Governor's Office of Finance.

Local governments are allowed eight working days to provide a response to a request for a fiscal note, and may not be given an extension beyond that period. Completed fiscal notes from local governments are compiled by the Fiscal Analysis Division from the information provided by the appropriate local government agencies.⁵⁴

A bill designated as "Effect on Local Government: May have Fiscal Impact" or "Effect on the State: Yes" by the Legal Division should not be used as the definitive statement on whether the bill actually has a financial impact upon state or local government. These designations require the Fiscal Analysis Division to obtain a fiscal note from the potentially affected state and local government entities. The actual fiscal notes submitted by the requested state and local government entities will indicate whether there is a fiscal impact and the amount of the impact, if any.

The Fiscal Analysis Division is not required to request a fiscal note on a bill designated as "Effect on Local Government: No" or "Effect on the State: No" by the Legal Division. However, state and local government entities may submit unsolicited fiscal notes indicating a potential fiscal impact. Although unsolicited fiscal notes are not printed in paper form, they are posted in NELIS (Nevada Electronic Legislative Information System) and on the bill's information page on the LCB's website.

It is important to review the fiscal notes to determine whether there is a negative fiscal impact on state and local government. If there are any questions regarding a fiscal note for a bill, you can contact the Senate Fiscal Analyst or the Assembly Fiscal Analyst, in the Fiscal Analysis Division.

Introduction and First Reading

After a bill has been drafted, it is ready for introduction in the Legislature. Only legislators and standing committees are authorized to introduce a bill. Under the *Nevada Constitution*, any bill may originate in either house, and all bills passed by one house may be amended in the other.⁵⁵ This is a significant departure from the practice in the United States Congress, where bills raising revenue must originate in the House of Representatives. But in Nevada, as in Congress, bills originating in one house must be sponsored by a member or a committee of that house. Joint sponsorship of legislation by standing committees and by one or more legislators from one or both houses (Senate and Assembly) is authorized.⁵⁶

Legislators have time and number limits on requests for the drafting of bills and resolutions. After a regular legislative session has convened, each senator is entitled to two requests, and each member of the Assembly is entitled to one request, for the drafting of a bill that must be submitted by the eighth calendar day of session.⁵⁷ The number of requests for bills by standing committees is also limited, and these requests must be submitted by the fifteenth calendar day of session.⁵⁸ Emergency bills may be authorized by the Majority Leader of the Senate, the Speaker of the Assembly, the Minority Leader of the Senate, and the Minority Floor Leader of the Assembly.⁵⁹ All bill draft requests must be introduced no later than ten calendar days after initial delivery.⁶⁰ Appendix A provides an overview of the deadlines for introduction and passage of legislation.

All bills in Nevada, except for those placed on a consent calendar, are required by the *Constitution* to be read by sections in each house on three separate days. In an emergency, two-thirds of the house where a bill is pending may order this rule dispensed with on the first and second readings, but a bill must be read by sections on its final passage.⁶¹ To comply with the constitutional requirements, the houses have first, second, and third readings on every bill and joint resolution. However, because of the volume of bills processed through the chambers, time considerations have necessitated a liberal interpretation of the meaning of the phrase to “read by sections.” At the time the *Constitution* was framed, printed bills were not available to each legislator for analysis, so three full readings permitted a greater study and understanding of a bill’s contents and any amendments added to it prior to the vote on final passage. Today, of course, bills are readily available in print form and electronically, with the latest amendments incorporated into their texts.

The first reading in both houses is for information only.⁶² When the bills are introduced and first read, they are delivered by a legislator or legislative staff member to the desk of the Secretary or Chief Clerk, as the case may be, who assigns numbers to the bills and reads them. In the Senate, bills and resolutions are usually referred to committees with jurisdiction over measures affecting specific titles and chapters of NRS as prescribed in Senate Standing Rule 40. Although a bill may initially be referred to a particular committee, on occasion, different committees may be proposed from the floor. In the Assembly, a motion is usually made for referral to committees by the introducer. As with all bill referrals, the whole house votes on the question. A duplicate copy is transmitted to the Legislative Counsel for photocomposition and filing.⁶³ By the following day, the official printed copies of the bills and resolutions are delivered to the Secretary or Chief Clerk. Immediately thereafter, the official printed copies are delivered by receipt to the chairs of the committees to which the bills or resolutions were referred. (When a bill introduced and passed in the first house is presented to the other house, it is typically the Assistant Majority Leader in the Senate and the Majority Floor Leader in the Assembly who make a motion to refer it to committee.)

Committees

STANDING COMMITTEES

Each house of the Nevada Legislature has its own standing committees, the members of which are announced (Senate) or appointed (Assembly) by the presiding officer in accordance with current standing rules.⁶⁴ The number of members is determined by these rules, and there are often changes made at the beginning of each session. In the Senate, the composition of the committees, including selection of chairs and vice chairs, is determined by the Majority Leader. Minority party assignments to the Senate committees are determined by the Minority Leader. In the Assembly, the Speaker designates the chair, vice chair, and members of each committee.⁶⁵ The Speaker usually consults with the Minority Floor Leader on the committee appointments of minority party members. With some exceptions, the general practice is for the party membership on committees to reflect the composition of the entire Assembly. The Assembly Standing Rules include detailed uniform committee rules, and committees may adopt policies. In the Senate, basic rules for the functioning of committees are contained in the standing rules, the adopted rules of the committees, and *Mason's Manual of Legislative Procedure*, which has been adopted by both houses as the basis of parliamentary practice in cases in which it is applicable and in which it is not inconsistent with the *Constitution*, the standing rules, and the customs, usage, and precedence of the respective houses.⁶⁶

The names and memberships of Senate and Assembly standing committees for the 2019 Session are listed in Chapter I of this manual.

Committees are the workshops of the Legislature. Visitors to the two chambers are often amazed at the rapidity with which business is dispatched, few realizing that long hours in committee sessions have transpired prior to any floor action on a bill. It is in committee that hearings are held, testimony from interested parties is taken, and bills are analyzed line by line for their legal and social merits.

Committees make several types of recommendations on legislative measures that come before them for consideration. A committee of either house may report a bill back to the whole house with a recommendation of "Do pass"; "Amend, and do pass, as amended"; or "Do pass, as amended" (from re-referral committee only on a bill previously amended in the same house). Such recommendations mean that a committee considers a bill to have sufficient merit to justify its enactment, either as introduced or with appropriate amendments. Other recommendations concerning a bill include: (1) a report that the bill be passed and re-referred or amended and re-referred to a specified committee; (2) "Indefinitely Postpone"; and (3) "Do pass, and place on consent calendar." This last procedure is discussed later under the heading "Consent Calendar."

A standing committee of either house may report a one-house or concurrent resolution back to the floor with a "Be adopted" recommendation. Resolutions may be amended and/or re-referred by recommendation as well.

A committee may also report a bill or resolution "Without recommendation," or "Amend, but without recommendation," which means that the committee was unable to reach a conclusion on what it believes should be the action taken by the whole house.

Senate Standing Rule 53 requires that minutes and complete records of all bills be maintained. Assembly Standing Rules 46, 47, and 48 require that records be kept of committee votes on bills or resolutions and of committee proceedings. Furthermore, these records, minutes, and documents are required to be filed in the offices of the LCB upon completion.

Standing committees may perform other functions besides considering legislation. For example, Senate Standing Rule 54 encourages each standing committee of the Senate to plan and conduct a general review of selected programs of state agencies or other areas of public interest within the committee's jurisdiction.

COMMITTEE OF THE WHOLE

In addition to standing committees, which continue in existence throughout a session, there are three other types of committees used by the Legislature in Nevada—committees of the whole, conference committees, and select committees. A committee of the whole is a committee composed of the entire membership of one of the houses. It is usually convened so that the entire house can consider, analyze, and hear testimony on proposed legislation. When the Senate forms itself into a committee of the whole, the Senator who has moved to form a committee of the whole or the Majority Leader names a chair to preside over the committee. In the Assembly, the Speaker or his or her designee presides over the committee. A committee of the whole is a temporary, or "ad hoc," committee. At the conclusion of its deliberations, the committee of the whole (through its Chair) normally reports its recommendations back to the house for formal action, in the same manner as standing or select committees.⁶⁷

SELECT COMMITTEES AND CONFERENCE COMMITTEES

Select committees are also temporary committees appointed for a special purpose, which may be the consideration of a particular bill or the performance of a ceremonial function (e.g., a committee on escort for a visiting dignitary). In Nevada, bills of application or primary concern to particular localities are sometimes referred to select committees composed of the legislative delegation from the area affected.

Another particularly important type of committee is the conference committee. Oftentimes when a bill is passed by both houses in differing forms because of amendments added by one of the houses, and the two houses cannot agree on identical language for the bill in question, each house appoints a number of conferees to meet with conferees of the other house to seek a resolution of the differences existing in the two versions of the bill. In a conference committee, the conferees of one house may agree to amendments adopted in the other house or recede from the amendments adopted by their chamber. Conferees may also decide that new amendments or even new bills are necessary to reach accord. A conference committee may consider the whole subject matter of a bill without restriction to the points in dispute and may make any changes it deems appropriate. Once the conferees reach an agreement, they report back to their respective houses with their recommendations. The report of a conference committee may be adopted by acclamation, and such action is considered equivalent to the final passage voting requirement of the bill as recommended in the report. Conference reports themselves are not subject to amendment.

The 2017 Joint Rules of the Senate and Assembly require that there be no more than one conference committee on any bill or resolution. The rules also require that a majority of the members from each house on a committee be members who voted for passage of the measure.⁶⁸ If agreement cannot be reached by the conference committee, the bill or resolution dies.

Committee Hearing

The rules of the Senate require committees to acquaint themselves with the interests of the state specifically represented by the committee.⁶⁹ Committees may also initiate legislation within their jurisdiction. In the Senate, any bill or other matter referred to a committee may be withdrawn from it by a majority vote of the Senate. The Senate rules require that at least one day's notice of a withdrawal motion be given to the body.⁷⁰

At a committee hearing, the proponents and opponents of a measure are given an opportunity to present their cases. Testimony may be taken from lobbyists, academicians, public officials, special interest groups, and private citizens. To avoid additional expense and duplication of effort for both witnesses and committee members, joint hearings by committees in both houses may be held.

In the Assembly, when a measure is referred concurrently to two committees, the rules specify that it is transmitted first to the first committee named. If the first committee votes to amend the bill or resolution, the measure is sent to the floor for a vote on the amendment, reprinted with amendments if the amendment is adopted, and then sent to the second committee. If no amendment is proposed by the first committee, the measure must be sent to the floor with a committee recommendation and is then transmitted to the second committee.⁷¹

Witnesses summoned to appear before the Senate or Assembly or any of their committees are compensated at the same rate as witnesses required to attend a court of law in Nevada.⁷² However, witnesses appearing of their own volition do so at their own expense.

As discussed under the heading "Standing Committees," committees may or may not report bills out to the floor of the houses for further action, and they may report them out with a variety of recommendations. When a referral committee reports a bill and recommends a certain disposition of it, the bill is then placed on the appropriate reading file for the next legislative day.

Notice of Bills, Topics, and Public Hearings

Both Senate and Assembly rules require that adequate notice be provided on bills, resolutions, and public hearings.⁷³ Notices, or agendas, must include the date, time, place, and topics or legislation to be covered and must be: (1) posted conspicuously in the Legislative Building; and (2) made available to the news media. Both houses permit suspension of this requirement for an emergency.

Consent Calendar

To process bills of a noncontroversial nature in a more efficient and less time-consuming manner, the rules of the Senate and Assembly, as well as the *Nevada Constitution*, provide for the use of consent calendars by both houses of the Nevada Legislature. Bills on a consent calendar are considered for final passage and do not require second or third readings.

Standing committees may report a bill out with the recommendation that it be placed on a consent calendar. In the Senate, a measure that is recommended both for passage with no amendments and for placement on the consent calendar must be included in the daily file for at least one calendar day before it may be considered. Measures that contain an appropriation, require a two-thirds vote, or are controversial in nature are not eligible for the Senate's consent calendar. In the Assembly, a bill may be placed on the consent calendar if it has: (1) been recommended for passage; (2) no amendments recommended for it; and (3) received a unanimous vote by the standing committee to be placed on the consent calendar. The Chief Clerk of the Assembly is required to maintain a list of bills recommended for the consent calendar that must be printed on the daily file.

The standing rules of both the Senate and the Assembly require that a bill on a consent calendar must be transferred to the second reading file if any member objects to the bill's inclusion on the consent calendar or requests such bill's removal from the consent calendar.⁷⁴

Second Reading

Committees cannot amend bills; they can only suggest amendments for adoption by their respective houses. In fact, the rules of both chambers specify that a bill cannot be amended until read twice. Assembly rules require that bills be read the second time on the first legislative day after reported from committee unless a different day is designated by motion.⁷⁵ If the committee recommends amendment or individual legislators propose amendments, the amendments must be made available electronically to all members prior to actual adoption or rejection of the amendments proposed.⁷⁶ Although the Senate rules are silent on this point, the practice has generally been the same.

On second reading, the Secretary or Chief Clerk reads the bill, the enacting clause, the various sections by number only, and the amendments by number and proposer only. In the Senate, a senator moves to dispense with reading of the amendment. Committee amendments or amendments from individual legislators are then adopted or rejected by simple majority vote of the members present and voting. Voting on amendments is normally by voice vote, although other methods, including roll calls, may be employed on demand of three members present or in order to determine the prevailing side.⁷⁷ If a bill is amended on second reading, the presiding officer orders the bill reprinted, engrossed, and placed on the general file for third reading and final action.

General File and Third Reading

At the end of each day's session, the bills or joint resolutions placed on the general file for third reading and final passage are posted on the Nevada Legislature's website (<https://www.leg.state.nv.us/>). When the order of business "general file and third reading" is reached on the following day, the bills are considered in their proper order, unless a motion is made and approved to move certain bills to a different position on the general file. The Secretary or Chief Clerk reads the bill, the enacting clause, and the first and last sections.⁷⁸ If new amendments are proposed and adopted, the bill is sent back for reprinting and goes through the reprinting and engrossment process once more. To expedite bill processing, the Senate and Assembly may, upon motion, dispense with the reprinting and engrossment of amended bills and resolutions. If there are no amendments, the merits of the bill are discussed and then the roll is opened.⁷⁹

In debate, after a legislator has requested to speak and has been recognized by the presiding officer, the legislator rises and addresses the chair ("Mr. or Madam President," "Mr. or Madam Speaker"). The legislator is expected to observe decorum at all times, speak only on the subject under consideration, and avoid all references to personalities.⁸⁰ To be entitled to the floor, a speaker must be recognized by the presiding officer, and when two or more legislators rise at the same time, it is the prerogative of the presiding officer to name the one to speak first. In doing so, preference is given to the mover or introducer of the subject under consideration.⁸¹

A legislator may not speak more than twice during the consideration of any one question on the same day, except for explanation, nor a second time without leave of the body when others who have not spoken desire the floor. Incidental or subsidiary questions are not considered the same question.⁸² In closing debate, the author of the bill, resolution, or main motion customarily has the privilege of speaking last, unless the previous question has been sustained.⁸³

In order for a bill or joint resolution to pass, the *Nevada Constitution* requires that a majority of the members elected to the body vote for the measure. Bills or joint resolutions which create, generate, or increase public revenue through taxes, fees, or similar mechanisms require approval by a two-thirds majority of the members elected in each house unless the measure is referred to the voters by a majority vote.⁸⁴ All votes on final passage are by roll call and are recorded in the journal of the chamber taking the action. If the bill passes, it is transmitted to the other house.

After a bill has passed on third reading and been transmitted to the other house, the house of origin has relinquished control over the measure. To take further action on it, the house of origin must either petition the other chamber, through a concurrent resolution, to return the bill or wait until it has finally passed in the other house and is returned for final disposition.⁸⁵

In the Other House and Conference Committees

Each bill must go through the entire process all over again when it is transmitted to the other house. If a bill is passed by the other house without amendment, it is sent back to the originating house for final enrollment (preparation for final printing by the Legislative Counsel) and delivery to the Governor. If the other house amends the bill, then it is necessary for the originating house to concur or not to concur with the amendments. If the originating house concurs in the amendments, the bill is ready for enrollment. If it does not concur and the other house does not recede from its amendments, a conference committee, composed of an equal number of members from the Senate and the Assembly, may be appointed for settlement of the bill's final form.

Deadlines for Legislation

Prior to each session, the Legislative Commission's Committee to Consult with the Director considers methods for improving the operation of the session.⁸⁶ The recommendations of the Committee to the next Legislature may affect many procedural rules, including limitations on the number of bills that may be requested; deadlines for the submission, introduction, and passage of legislation; and the procedure for obtaining waivers. These procedures are generally contained in the Joint Rules of the Senate and Assembly, which are adopted at the beginning of each session.⁸⁷ Appendix A provides an overview of the deadlines for introduction and passage of legislation.

Measures within the jurisdiction of the Senate Committee on Finance or the Assembly Committee on Ways and Means; bills required to carry out the business of the Legislature; and concurrent or simple resolutions are generally exempted from these limitations.⁸⁸ Also exempt are emergency requests submitted by the Majority Leader of the Senate, the Speaker of the Assembly, and the Minority Leaders in the Senate and the Assembly.⁸⁹

Enrollment

After a bill has passed both houses in identical form, it is transmitted by the Secretary of the Senate or the Chief Clerk of the Assembly (depending upon the house in which the bill originated) to the Legislative Counsel to be enrolled.⁹⁰ The Legislative Counsel then prepares the passed bill for the final printing.⁹¹ It is inserted in a white cover, which contains blanks for the signatures of the President and Secretary of the Senate, the Speaker and Chief Clerk of the Assembly, the Governor, and the Secretary of State. After final printing, the bill is returned to the Legislative Counsel, who compares the enrolled copy with the engrossed copy. If the enrolled bill is found to be correct, the Legislative Counsel presents the measure to the proper legislative officials for their signatures.⁹² The bill is then delivered by the Legislative Counsel, or that person's designee, to the Governor for consideration.⁹³ Once the Governor signs the bill, it is delivered to the Secretary of State for permanent filing.⁹⁴

Gubernatorial Action

The Governor has the choice of signing bills, vetoing bills, or allowing them to become law without a signature. If the bill is delivered to the Governor with more than five days remaining in the session, the Governor has five days to make a decision. If it is delivered to the Governor with less than five days remaining in the session or after the Legislature has adjourned *sine die*, the Governor has ten days after *sine die* to make this decision. The day of delivery and Sundays are not counted for purposes of calculating these five- and ten-day periods. If the Governor vetoes a bill during the session, the measure is returned to the house of origin for further action, and the veto may be either sustained or overridden by a two-thirds vote of the elected members of each house. If the Governor vetoes a bill within ten days after adjournment (day of receipt and Sundays excepted), the bill must be filed, together with the specific objections to it, in the Office of the Secretary of State. When the next regular session of the Legislature convenes, the Secretary of State must present the vetoed bill to the house of origin for final disposition. If a two-thirds majority of the elected members of each house of the Legislature vote to override any gubernatorial veto on a recorded roll call vote, the measure becomes law despite the veto. If the Governor does not sign or veto a bill in the allotted time, it becomes law without that officer's signature.⁹⁵

Effective Date of the Bill

If no specific date is included in a bill to indicate when it will become effective (e.g., “This act shall become effective upon passage and approval” or “This act shall become effective May 1, 2019”), it automatically becomes effective on October 1 of the year in which the bill is passed (October 1, 2019, for this session of the Legislature).⁹⁶

Adoption or Passage of Resolutions

The *Nevada Constitution* requires that bills and joint resolutions be processed and passed in an identical manner,⁹⁷ except that joint resolutions are delivered directly to the Secretary of State (not the Governor). Joint resolutions amending the *Constitution* are held by the Secretary of State and returned to the next chosen Legislature for reconsideration.⁹⁸ If the next Legislature approves the proposed constitutional amendment, it then must be submitted to the people “in such manner and at such time as the Legislature shall prescribe” for a vote.⁹⁹ The law currently requires that this opportunity to vote be at the next general election.¹⁰⁰

Concurrent resolutions must be adopted by both houses; they may be adopted by a voice vote, and only a majority of the members present are necessary for the adoption. Concurrent resolutions are not signed by the Governor and are delivered to the Secretary of State for filing.

Senate or Assembly one-house resolutions are adopted by a voice vote by a simple majority of the members present and are enrolled and delivered to the Secretary of State. A recorded vote is required to be taken for both concurrent and one-house resolutions if such is requested by three members present.¹⁰¹

Petitions and Memorials

From time to time, the Legislature is presented with petitions from various groups and individuals, as well as memorials from other legislatures. Although the essence of these documents may vary from requests to take certain action to expressions of gratitude for courtesies extended, their contents are always made known to the chamber through a statement by the presiding officer or the legislator presenting the material. These nonlegislative petitions or memorials then lie on the table or are referred to committee as deemed appropriate by the chair or the chamber.¹⁰²

The right to petition for redress of grievances is a time-honored tradition of our system of government. It is one means by which citizens can voice their opinions on the course of public affairs and, on occasion, have a direct impact on the legislative process.

Nonlegislative Initiatives to Change Statutes or the *Nevada Constitution*

Initiative petitions may be used to amend the *Nevada Constitution* and to enact a new statute or amend an existing law. An initiative petition to amend the *Nevada Constitution*, after the required number of signatures are gathered, is submitted directly to the voters at the next general election. If approved, it must be returned to the next general election for a second approval of the voters before the *Constitution* is officially amended.¹⁰³

An initiative petition to enact a new statute or amend an existing law that receives the required number of signatures is transmitted by the Secretary of State to the Legislature as soon as it convenes in regular session. Such petitions are traditionally introduced in the Assembly. The petition must be enacted without change or rejected by the Legislature within 40 days. If the proposed statute or amendment to a statute is enacted by the Legislature and approved by the Governor, it becomes law. If it is rejected or is not acted upon by the Legislature within 40 days, the Secretary of State must submit the initiative question to the voters for approval or disapproval at the next general election.

After rejecting the proposed statute or amendment to a statute, the Legislature is authorized to propose an alternative measure on the same subject, which (if approved by the Governor) must also be submitted to the voters. If both provisions (the original initiative question and the alternative measure) are approved, the question receiving the largest number of affirmative votes becomes law. An initiative petition approved by the voters cannot be amended, annulled, repealed, set aside, or suspended by the Legislature within three years from the date it takes effect.¹⁰⁴

DISTINCTION AMONG TYPES OF LEGISLATION

Several types of bills and resolutions may be acted upon by the Nevada Legislature. Examples of these types of measures are presented in Appendix D of this manual.

Bill

A bill is a draft of a proposed statute, which, to become law, must be passed by both houses of the Legislature on roll call vote and be approved by the Governor.

Skeleton Bill

Skeleton bills may be introduced when, in the opinion of the sponsor and the Legislative Counsel, the full drafting of the bill would entail extensive research or be of considerable length. Such a bill is a presentation of ideas or statements of purpose sufficient in style and expression to enable the Legislature and the committee to which the bill may be referred to consider the substantive merits of the legislation proposed.

The committee, if it treats the skeleton bill favorably, must then request the drafting of a completed bill in such detail as would afford the committee the opportunity of considering the legislative ideas proposed in context with all their ramifications.¹⁰⁵

Joint Resolution

A joint resolution is passed by both houses in the same manner as a bill. Joint resolutions are used for the purpose of requesting the President, Congress, a federal agency, or members of Nevada's Congressional Delegation to perform some act believed to be in the best interests of the state or nation. The joint resolution is also employed to amend the *Nevada Constitution* and to ratify an amendment to the *U.S. Constitution*.¹⁰⁶

Concurrent Resolution

A concurrent resolution must be adopted by both houses to amend the Joint Rules; express facts, principles, opinions, and purposes of the Senate and Assembly; establish joint committees of the two houses; direct the Legislative Commission to conduct interim studies; resolve that the return of a bill from the other house is necessary and appropriate; and request the return from the Governor of an enrolled bill. Other uses include memorializing a former member of the Legislature or other distinguished person upon death.¹⁰⁷ A concurrent resolution is acted upon by voice vote unless three members request a roll call vote.

One-House Resolution

A one-house resolution may be adopted by either house to establish its rules, appoint attachés or session staff, provide postage and stationery money for the members, express an opinion, express regret on the death of a former member of the Legislature or other person, request the return of an enrolled resolution from the Secretary of State, and for additional purposes determined to be appropriate by the Majority Leader of the Senate or the Speaker of the Assembly for their respective houses. Except when three members request a roll call vote, a one-house resolution is acted upon by voice vote.

ENDNOTES FOR CHAPTER III

- ¹ Nevada Constitution, Art. 5, Sec. 9.
- ² Nevada Constitution, Art. 4, Sec. 2A.
- ³ Nevada Constitution, Art. 4, Sec. 2
- ⁴ Nevada Constitution, Art. 4, Sec. 33.
- ⁵ Nevada Constitution, Art. 4, Sec. 2A and Art. 5, Sec. 9.
- ⁶ Nevada Constitution, Art. 4, Sec. 15.
- ⁷ Joint Rule 9, *Standing Rules of the Senate and Assembly*, Nevada Legislature, 79th Session, 2017.
- ⁸ Nevada Constitution, Art. 5, Sec. 11.
- ⁹ Nevada Constitution, Art. 4, Sec. 6.
- ¹⁰ Nevada Constitution, Art. 5, Sec. 17; Senate Standing Rule 31, *Standing Rules of the Senate and Assembly*, Nevada Legislature, 79th Session, 2017.
- ¹¹ Senate Standing Rule 1, *Standing Rules of the Senate and Assembly*, Nevada Legislature, 79th Session, 2017.
- ¹² NRS 218A.500; and Senate Standing Rule 2, *Standing Rules of the Senate and Assembly*, Nevada Legislature, 79th Session, 2017.
- ¹³ Nevada Constitution, Art. 5, Sec. 17.
- ¹⁴ Senate Standing Rule 2, *Standing Rules of the Senate and Assembly*, Nevada Legislature, 79th Session, 2017.
- ¹⁵ NRS 218A.520; and Senate Standing Rule 3, *Standing Rules of the Senate and Assembly*, Nevada Legislature, 79th Session, 2017.
- ¹⁶ Senate Standing Rule 4, *Standing Rules of the Senate and Assembly*, Nevada Legislature, 79th Session, 2017.
- ¹⁷ Senate Standing Rule 5, *ibid*.
- ¹⁸ NRS 218A.510 and 218A.540.
- ¹⁹ Assembly Standing Rule 1, *Standing Rules of the Senate and Assembly*, Nevada Legislature, 79th Session, 2017.
- ²⁰ NRS 223.080.
- ²¹ Senate Standing Rule 6, Assembly Standing Rule 2, *Standing Rules of the Senate and Assembly*, Nevada Legislature, 79th Session, 2017.
- ²² Assembly Standing Rule 1, *ibid*.
- ²³ NRS 218A.550; Assembly Standing Rule 3, *Standing Rules of the Senate and Assembly*, Nevada Legislature 79th Session, 2017.
- ²⁴ NRS 218A.910 and 218F.520.
- ²⁵ *Id*.
- ²⁶ NRS 218A.410.
- ²⁷ The Majority Floor Leader and Minority Floor Leader of each house are, however, cited in NRS 218A.665 for the purpose of receiving specified communications expenses.
- ²⁸ Senate Standing Rule 6, Assembly Standing Rule 2, *Standing Rules of the Senate and Assembly*, Nevada Legislature, 79th Session, 2017.
- ²⁹ Senate Standing Rule 90, Assembly Standing Rule 100, *Standing Rules of the Senate and Assembly*, Nevada Legislature, 79th Session, 2017.
- ³⁰ Senate Standing Rule 10, *ibid*.

- ³¹ Assembly Standing Rule 10, *ibid.*
- ³² *Nevada Constitution*, Art. 4, Sec. 13.
- ³³ Senate Standing Rule 120, *Standing Rules of the Senate and Assembly*, Nevada Legislature, 79th Session, 2017.
- ³⁴ Assembly Standing Rule 120, *ibid.*
- ³⁵ “Legislative Box Score, 2017 Session of the Nevada Legislature,” *Senate History, Final Volume*, Nevada Legislature at Carson City, 79th Session, 2017.
- ³⁶ NRS 218A.400.
- ³⁷ NRS 239C.260.
- ³⁸ NRS 218D.050.
- ³⁹ NRS 218D.290.
- ⁴⁰ *Nevada Constitution*, Art. 4, Sec. 17.
- ⁴¹ NRS 218D.115 and 218D.175.
- ⁴² NRS 218D.190.
- ⁴³ NRS 218D.105, 218D.115, 218D.175, 218D.205, 218D.210, 218D.212, 218D.214, 218D.216, 218D.220, and 219A.220.
- ⁴⁴ NRS 218D.050 and 218D.110.
- ⁴⁵ NRS 218D.130.
- ⁴⁶ NRS 218D.175, 218D.190, 218D.205, 218D.210, 218D.212, 218D.214, 218D.216, and 218D.220.
- ⁴⁷ NRS 218D.430 and 218D.435.
- ⁴⁸ NRS 218D.415.
- ⁴⁹ NRS 218D.430, 218D.435, and 218D.460.
- ⁵⁰ NRS 218D.440.
- ⁵¹ NRS 218D.445.
- ⁵² NRS 218D.495.
- ⁵³ NRS 218D.475.
- ⁵⁴ NRS 218D.475 and 218D.480.
- ⁵⁵ *Nevada Constitution*, Art. 4, Sec. 16.
- ⁵⁶ Joint Rule 5, *Standing Rules of the Senate and Assembly*, Nevada Legislature, 79th Session, 2017.
- ⁵⁷ NRS 218D.150.
- ⁵⁸ Joint Rule 14, *Standing Rules of the Senate and Assembly*, Nevada Legislature, 79th Session, 2017.
- ⁵⁹ Joint Rule 14.4, *ibid.*
- ⁶⁰ Joint Rule 14.2, *ibid.*
- ⁶¹ *Nevada Constitution*, Art. 4, Sec. 18.
- ⁶² Senate Standing Rule 109, Assembly Standing Rule 109, *Standing Rules of the Senate and Assembly*, Nevada Legislature, 79th Session, 2017.
- ⁶³ NRS 218D.600.
- ⁶⁴ Senate Standing Rule 40, Assembly Standing Rules 40 and 41, *Standing Rules of the Senate and Assembly*, Nevada Legislature, 79th Session, 2017.
- ⁶⁵ Assembly Standing Rule 41, *ibid.*
- ⁶⁶ Senate Standing Rule 90, Assembly Standing Rule 100, *ibid.*
- ⁶⁷ Senate Standing Rules 46, 47, and 48, Assembly Standing Rule 45, *ibid.*
- ⁶⁸ Joint Rule 1, *ibid.*
- ⁶⁹ Senate Standing Rule 43, *ibid.*
- ⁷⁰ Senate Standing Rule 50, *ibid.*
- ⁷¹ Assembly Standing Rule 43, *ibid.*

- ⁷² Senate Standing Rule 140, Assembly Standing Rule 140, *ibid*.
- ⁷³ Senate Standing Rule 92, Assembly Standing Rule 52.5, *ibid*.
- ⁷⁴ *Nevada Constitution*, Art. 4, Sec. 18; Senate Standing Rule 110, Assembly Standing Rule 111, *ibid*.
- ⁷⁵ Assembly Standing Rule 110, *ibid*.
- ⁷⁶ Senate Standing Rule 113, Assembly Standing Rule 110, *ibid*.
- ⁷⁷ Senate Standing Rules 30 and 32, Assembly Standing Rule 30, *ibid*.
- ⁷⁸ *Nevada Constitution*, Art. 4, Sec. 18.
- ⁷⁹ Senate Standing Rule 113, Assembly Standing Rule 113, *Standing Rules of the Senate and Assembly*, Nevada Legislature, 79th Session, 2017.
- ⁸⁰ Senate Standing Rule 80, *ibid*; *Mason's Manual of Legislative Procedure*, Secs. 120 through 126.
- ⁸¹ Senate Standing Rule 124, *ibid*; *Mason's Manual of Legislative Procedure*, Sec. 91.
- ⁸² Senate Standing Rule 80, Assembly Standing Rule 80, *Standing Rules of the Senate and Assembly*, Nevada Legislature, 79th Session, 2017.
- ⁸³ Senate Standing Rule 81, Assembly Standing Rules 81 and 82, *ibid*.
- ⁸⁴ *Nevada Constitution*, Art. 4, Sec. 18.
- ⁸⁵ Joint Rule 7, *Standing Rules of the Senate and Assembly*, Nevada Legislature, 79th Session, 2017.
- ⁸⁶ NRS 218E.225.
- ⁸⁷ Joint Rules of the Senate and Assembly, *Standing Rules of the Senate and Assembly*, Nevada Legislature, 79th Session, 2017.
- ⁸⁸ Joint Rule 14.6, *Standing Rules of the Senate and Assembly*, Nevada Legislature, 79th Session, 2017.
- ⁸⁹ Joint Rule 14.4, *ibid*.
- ⁹⁰ NRS 218D.630.
- ⁹¹ NRS 218D.605.
- ⁹² NRS 218D.635; Joint Rule 4, *Standing Rules of the Senate and Assembly*, Nevada Legislature, 79th Session, 2017.
- ⁹³ NRS 218D.660.
- ⁹⁴ NRS 218D.675.
- ⁹⁵ *Nevada Constitution*, Art. 4, Sec. 35; and NRS 218D.680.
- ⁹⁶ NRS 218D.330.
- ⁹⁷ *Nevada Constitution*, Art. 4, Sec. 18.
- ⁹⁸ NRS 218D.800.
- ⁹⁹ *Nevada Constitution*, Art. 16, Sec. 1.
- ¹⁰⁰ NRS 218D.800.
- ¹⁰¹ Senate Standing Rule 30, Assembly Standing Rule 30, *Standing Rules of the Senate and Assembly*, Nevada Legislature, 79th Session, 2017.
- ¹⁰² Senate Standing Rule 97, Assembly Standing Rule 97, *ibid*.
- ¹⁰³ *Nevada Constitution*, Art. 19, Sec. 2.
- ¹⁰⁴ *Nevada Constitution*, Art. 19, Secs. 2 and 3.
- ¹⁰⁵ Senate Standing Rule 106, Assembly Standing Rule 106, *Standing Rules of the Senate and Assembly*, Nevada Legislature, 79th Session, 2017.
- ¹⁰⁶ *Nevada Constitution*, Art. 4, Sec. 18; NRS 218D.805; and Joint Rule 7, *Standing Rules of the Senate and Assembly*, Nevada Legislature, 79th Session, 2017.
- ¹⁰⁷ Joint Rule 7, *Standing Rules of the Senate and Assembly*, Nevada Legislature, 79th Session, 2017.

LANDS WEST BUILDERS, INC.

Business Entity Information

Status:	Active	File Date:	7/8/1980
Type:	Domestic Corporation	Entity Number:	C3807-1980
Qualifying State:	NV	List of Officers Due:	7/31/2018
Managed By:		Expiration Date:	
NV Business ID:	NV19801006541	Business License Exp:	7/31/2018

Additional Information

Central Index Key:	
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Registered Agent Information

Name:	FORREST VAN NELSON	Address 1:	7561 DEMONA DRIVE
Address 2:		City:	LAS VEGAS
State:	NV	Zip Code:	89123
Phone:		Fax:	
Mailing Address 1:		Mailing Address 2:	
Mailing City:		Mailing State:	NV
Mailing Zip Code:			
Agent Type:	Noncommercial Registered Agent		

Financial Information

No Par Share Count:	2,500.00	Capital Amount:	\$ 0
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No stock records found for this company

☒ Officers

☐ Include Inactive Officers

President - FORREST V NELSON

Address 1:	7561 DEMONA DRIVE	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89123	Country:	
Status:	Active	Email:	

Secretary - FORREST V NELSON

Address 1:	7561 DEMONA DRIVE	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89123	Country:	
Status:	Active	Email:	

Treasurer - FORREST V NELSON

Address 1:	7561 DEMONA DRIVE	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89123	Country:	

Status:	Active	Email:	
Director - FORREST V NELSON			
Address 1:	7561 DEMONA DRIVE	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89123	Country:	
Status:	Active	Email:	

Actions\Amendments			
Action Type:	Articles of Incorporation		
Document Number:	C3807-1980-001	# of Pages:	5
File Date:	7/8/1980	Effective Date:	
(No notes for this action)			
Action Type:	Initial List		
Document Number:	20110008240-18	# of Pages:	1
File Date:	7/15/1980	Effective Date:	
80-81			
Action Type:	Registered Agent Address Change		
Document Number:	C3807-1980-003	# of Pages:	1
File Date:	12/22/1980	Effective Date:	
JACK I MCAULIFFE 30 COURT ST. SUITE 1 RENO NV 89501			
Action Type:	Annual List		
Document Number:	20110008245-63	# of Pages:	1
File Date:	7/24/1981	Effective Date:	
81-82			
Action Type:	Annual List		
Document Number:	20110008295-68	# of Pages:	1
File Date:	6/29/1982	Effective Date:	
82-83			
Action Type:	Annual List		
Document Number:	20110008299-02	# of Pages:	1
File Date:	6/23/1983	Effective Date:	
83-84			
Action Type:	Annual List		
Document Number:	20110008303-78	# of Pages:	2
File Date:	7/20/1984	Effective Date:	
84-85			
Action Type:	Annual List		
Document Number:	20110008306-01	# of Pages:	1
File Date:	8/28/1985	Effective Date:	
85-86			
Action Type:	Annual List		

Document Number:	20110008310-66	# of Pages:	1
File Date:	7/30/1986	Effective Date:	
86-87			
Action Type:	Annual List		
Document Number:	20110008313-99	# of Pages:	1
File Date:	7/24/1987	Effective Date:	
87-88			
Action Type:	Amendment		
Document Number:	C3807-1980-004	# of Pages:	2
File Date:	7/28/1987	Effective Date:	
ARTICLE X- DIRECTORS LIABILITY			
Action Type:	Amendment		
Document Number:	C3807-1980-005	# of Pages:	2
File Date:	7/21/1988	Effective Date:	
TOWN AND RANCH BUILDERS, INC. B1? 001			
Action Type:	Annual List		
Document Number:	20110008315-11	# of Pages:	1
File Date:	7/21/1988	Effective Date:	
88-89			
Action Type:	Amendment		
Document Number:	C3807-1980-006	# of Pages:	1
File Date:	7/24/1989	Effective Date:	
LANDS WEST BUILDERS & REALTY, INC. BH { 002			
Action Type:	Annual List		
Document Number:	20110008317-33	# of Pages:	1
File Date:	7/24/1989	Effective Date:	
89-90			
Action Type:	Registered Agent Change		
Document Number:	20110008323-10	# of Pages:	2
File Date:	7/2/1990	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20110008328-65	# of Pages:	1
File Date:	7/17/1990	Effective Date:	
90-91			
Action Type:	Annual List		
Document Number:	20110008329-76	# of Pages:	1
File Date:	7/31/1991	Effective Date:	
91-92			
Action Type:	Annual List		
Document Number:	20110008331-19	# of Pages:	1
File Date:	7/31/1992	Effective Date:	

92-93

Action Type:	Registered Agent Change		
Document Number:	C3807-1980-007	# of Pages:	1
File Date:	8/10/1993	Effective Date:	

JACK I. MCAULIFFE SUITE 412

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Action Type:	Annual List		
Document Number:	20110008339-97	# of Pages:	1
File Date:	8/10/1993	Effective Date:	

93-94

Action Type:	Annual List		
Document Number:	20110008340-29	# of Pages:	1
File Date:	8/10/1994	Effective Date:	

94-95

Action Type:	Registered Agent Address Change		
Document Number:	C3807-1980-008	# of Pages:	1
File Date:	8/29/1995	Effective Date:	

VAN NELSON

6120 W. TROPICANA A-16-331 LAS VEGAS NV 89103 ALH

Action Type:	Annual List		
Document Number:	20110008344-63	# of Pages:	2
File Date:	2/18/1997	Effective Date:	

95-97

Action Type:	Annual List		
Document Number:	20110008356-06	# of Pages:	1
File Date:	8/4/1997	Effective Date:	

97-98

Action Type:	Annual List		
Document Number:	C3807-1980-014	# of Pages:	1
File Date:	8/13/1998	Effective Date:	

(No notes for this action)

Action Type:	Annual List		
Document Number:	C3807-1980-013	# of Pages:	1
File Date:	7/31/1999	Effective Date:	

(No notes for this action)

Action Type:	Annual List		
Document Number:	C3807-1980-015	# of Pages:	1
File Date:	7/14/2000	Effective Date:	

(No notes for this action)

Action Type:	Annual List		
Document Number:	C3807-1980-012	# of Pages:	1
File Date:	7/31/2001	Effective Date:	

RA070

(No notes for this action)

Action Type:	Annual List		
Document Number:	C3807-1980-010	# of Pages:	1
File Date:	8/5/2002	Effective Date:	

(No notes for this action)

Action Type:	Annual List		
Document Number:	C3807-1980-011	# of Pages:	1
File Date:	8/22/2003	Effective Date:	

(No notes for this action)

Action Type:	Annual List		
Document Number:	C3807-1980-002	# of Pages:	1
File Date:	8/10/2004	Effective Date:	

List of Officers for 2004 to 2005

Action Type:	Annual List		
Document Number:	20050400284-25	# of Pages:	1
File Date:	8/30/2005	Effective Date:	

(No notes for this action)

Action Type:	Annual List		
Document Number:	20060488997-03	# of Pages:	1
File Date:	7/31/2006	Effective Date:	

(No notes for this action)

Action Type:	Reinstatement		
Document Number:	00002585175-03	# of Pages:	2
File Date:	2/1/2010	Effective Date:	

REVOKED ON 7/31/2007

Action Type:	Acceptance of Registered Agent		
Document Number:	00002585176-14	# of Pages:	1
File Date:	2/1/2010	Effective Date:	

(No notes for this action)

Action Type:	Annual List		
Document Number:	20100432255-54	# of Pages:	1
File Date:	6/15/2010	Effective Date:	

(No notes for this action)

Action Type:	Amended List		
Document Number:	20100912684-23	# of Pages:	1
File Date:	12/8/2010	Effective Date:	

(No notes for this action)

Action Type:	Annual List		
Document Number:	20110470552-77	# of Pages:	1
File Date:	6/26/2011	Effective Date:	

(No notes for this action)

Action Type:	Annual List		
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Document Number:	20120402446-75	# of Pages:	1
File Date:	6/6/2012	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20130496130-59	# of Pages:	1
File Date:	7/29/2013	Effective Date:	
(No notes for this action)			
Action Type:	Registered Agent Address Change		
Document Number:	20130517810-48	# of Pages:	1
File Date:	8/1/2013	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20140516051-55	# of Pages:	1
File Date:	7/18/2014	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20150338358-98	# of Pages:	1
File Date:	7/28/2015	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20160327802-71	# of Pages:	1
File Date:	7/25/2016	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20170371941-05	# of Pages:	1
File Date:	8/30/2017	Effective Date:	
(No notes for this action)			

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ELECTIONS

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Entity Actions for "LANDS WEST BUILDERS, INC."

Sort by ☒ descending ☐ ascending order

1 - 46 of 46 actions

<input type="button" value="-"/> Actions\Amendments			
Action Type:	Annual List		
Document Number:	20170371941-05	# of Pages:	1
File Date:	8/30/2017	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20160327802-71	# of Pages:	1
File Date:	7/25/2016	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20150338358-98	# of Pages:	1
File Date:	7/28/2015	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20140516051-55	# of Pages:	1
File Date:	7/18/2014	Effective Date:	
(No notes for this action)			
Action Type:	Registered Agent Address Change		
Document Number:	20130517810-48	# of Pages:	1
File Date:	8/1/2013	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20130496130-59	# of Pages:	1
File Date:	7/29/2013	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20120402446-75	# of Pages:	1
File Date:	6/6/2012	Effective Date:	

(No notes for this action)			
Action Type:	Annual List		
Document Number:	20110470552-77	# of Pages:	1
File Date:	6/26/2011	Effective Date:	
(No notes for this action)			
Action Type:	Amended List		
Document Number:	20100912684-23	# of Pages:	1
File Date:	12/8/2010	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20100432255-54	# of Pages:	1
File Date:	6/15/2010	Effective Date:	
(No notes for this action)			
Action Type:	Reinstatement		
Document Number:	00002585175-03	# of Pages:	2
File Date:	2/1/2010	Effective Date:	
REVOKED ON 7/31/2007			
Action Type:	Acceptance of Registered Agent		
Document Number:	00002585176-14	# of Pages:	1
File Date:	2/1/2010	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20060488997-03	# of Pages:	1
File Date:	7/31/2006	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20050400284-25	# of Pages:	1
File Date:	8/30/2005	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	C3807-1980-002	# of Pages:	1
File Date:	8/10/2004	Effective Date:	
List of Officers for 2004 to 2005			
Action Type:	Annual List		
Document Number:	C3807-1980-011	# of Pages:	1
File Date:	8/22/2003	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	C3807-1980-010	# of Pages:	1
File Date:	8/5/2002	Effective Date:	

(No notes for this action)			
Action Type:	Annual List		
Document Number:	C3807-1980-012	# of Pages:	1
File Date:	7/31/2001	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	C3807-1980-015	# of Pages:	1
File Date:	7/14/2000	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	C3807-1980-013	# of Pages:	1
File Date:	7/31/1999	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	C3807-1980-014	# of Pages:	1
File Date:	8/13/1998	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20110008356-06	# of Pages:	1
File Date:	8/4/1997	Effective Date:	
97-98			
Action Type:	Annual List		
Document Number:	20110008344-63	# of Pages:	2
File Date:	2/18/1997	Effective Date:	
95-97			
Action Type:	Registered Agent Address Change		
Document Number:	C3807-1980-008	# of Pages:	1
File Date:	8/29/1995	Effective Date:	
VAN NELSON			
6120 W. TROPICANA A-16-331 LAS VEGAS NV 89103 ALH			
Action Type:	Annual List		
Document Number:	20110008340-29	# of Pages:	1
File Date:	8/10/1994	Effective Date:	
94-95			
Action Type:	Annual List		
Document Number:	20110008339-97	# of Pages:	1
File Date:	8/10/1993	Effective Date:	
93-94			
Action Type:	Registered Agent Change		
Document Number:	C3807-1980-007	# of Pages:	1

File Date:	8/10/1993	Effective Date:	
JACK I. MCAULIFFE SUITE 412			
ONE EAST LIBERTY STREET RENO NV 89501 T H			
Action Type:	Annual List		
Document Number:	20110008331-19	# of Pages:	1
File Date:	7/31/1992	Effective Date:	
92-93			
Action Type:	Annual List		
Document Number:	20110008329-76	# of Pages:	1
File Date:	7/31/1991	Effective Date:	
91-92			
Action Type:	Annual List		
Document Number:	20110008328-65	# of Pages:	1
File Date:	7/17/1990	Effective Date:	
90-91			
Action Type:	Registered Agent Change		
Document Number:	20110008323-10	# of Pages:	2
File Date:	7/2/1990	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20110008317-33	# of Pages:	1
File Date:	7/24/1989	Effective Date:	
89-90			
Action Type:	Amendment		
Document Number:	C3807-1980-006	# of Pages:	1
File Date:	7/24/1989	Effective Date:	
LANDS WEST BUILDERS & REALTY, INC. BH { 002			
Action Type:	Annual List		
Document Number:	20110008315-11	# of Pages:	1
File Date:	7/21/1988	Effective Date:	
88-89			
Action Type:	Amendment		
Document Number:	C3807-1980-005	# of Pages:	2
File Date:	7/21/1988	Effective Date:	
TOWN AND RANCH BUILDERS, INC. B1? 001			
Action Type:	Amendment		
Document Number:	C3807-1980-004	# of Pages:	2
File Date:	7/28/1987	Effective Date:	
ARTICLE X- DIRECTORS LIABILITY			
Action Type:	Annual List		

Document Number:	20110008313-99	# of Pages:	1
File Date:	7/24/1987	Effective Date:	
87-88			
Action Type:	Annual List		
Document Number:	20110008310-66	# of Pages:	1
File Date:	7/30/1986	Effective Date:	
86-87			
Action Type:	Annual List		
Document Number:	20110008306-01	# of Pages:	1
File Date:	8/28/1985	Effective Date:	
85-86			
Action Type:	Annual List		
Document Number:	20110008303-78	# of Pages:	2
File Date:	7/20/1984	Effective Date:	
84-85			
Action Type:	Annual List		
Document Number:	20110008299-02	# of Pages:	1
File Date:	6/23/1983	Effective Date:	
83-84			
Action Type:	Annual List		
Document Number:	20110008295-68	# of Pages:	1
File Date:	6/29/1982	Effective Date:	
82-83			
Action Type:	Annual List		
Document Number:	20110008245-63	# of Pages:	1
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File Date:	12/22/1980	Effective Date:	
JACK I MCAULIFFE 30 COURT ST. SUITE 1 RENO NV 89501			
Action Type:	Initial List		
Document Number:	20110008240-18	# of Pages:	1
File Date:	7/15/1980	Effective Date:	
80-81			
Action Type:	Articles of Incorporation		
Document Number:	C3807-1980-001	# of Pages:	5
File Date:	7/8/1980	Effective Date:	
(No notes for this action)			

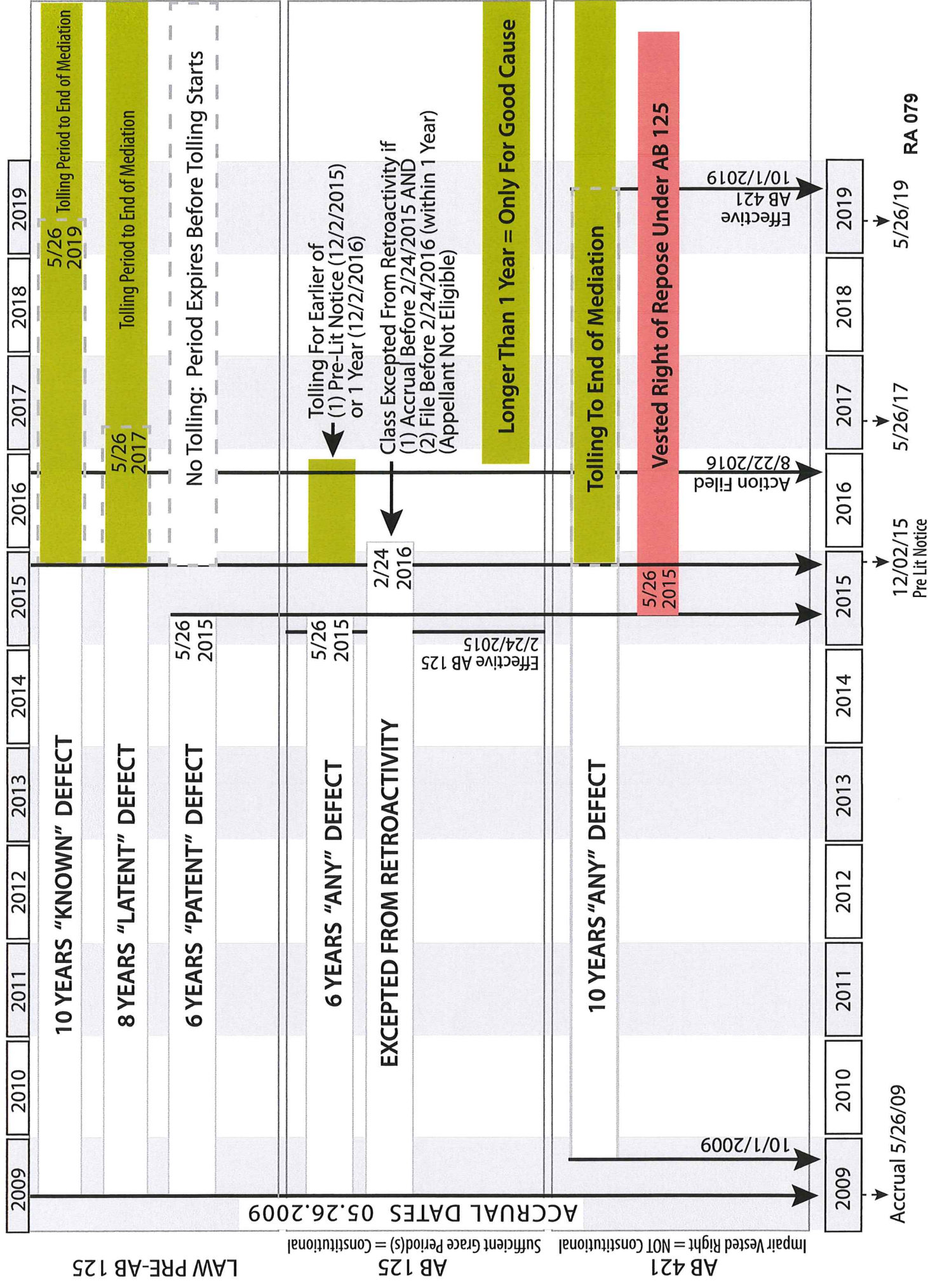
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AB 125

AB 421

Impair Vested Right = NOT Constitutional
Sufficient Grace Period(s) = Constitutional

ACCRUAL DATES 05.26.2009

Accrual 5/26/09

5/26/17

12/02/15
Pre Lit Notice

5/26/19

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