

CHANGES TO NRS CHAPTER 40.600 ET SEQ. BY AB 125

NRS SECTION	FORMER VERSION	AS AMENDED BY AB 125
40.610	<p>"Claimant" means:</p> <ol style="list-style-type: none"> 1. An owner of a residence or appurtenance; 2. A representative of a homeowner's 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. 	<p>"Claimant" means:</p> <ol style="list-style-type: none"> 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.}
40.615	<p>"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:</p> <ol style="list-style-type: none"> 1. Which is done in violation of law, including, without limitation, in violation of local codes or ordinances; 2. Which 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. 	<p>"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:</p> <ol style="list-style-type: none"> 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.}
40.635	NRS 40.600 to 40.695, inclusive:	NRS 40.600 to 40.695, inclusive {}; and sections 2 and 3 of this act:
40.645(2)	<p>2. The notice given pursuant to subsection 1 must:</p> <ol style="list-style-type: none"> (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 to each residence or appurtenance that is the subject of the claim; and (c) Describe in reasonable detail the cause of the defects if the cause is known, 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. 	<p>2. The notice given pursuant to subsection 1 must:</p> <ol style="list-style-type: none"> (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: <ol style="list-style-type: none"> (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

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		<p>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</p> <p>(c) A copy of the expert opinion is included with the notice.</p> <p>5.; and</p> <p>(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.</p>
40.645(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. (Deleted in its entirety as part of amendment)	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.
40.645(6)	6. Notice is not required pursuant to this section before commencing an action if:	6.; 4. Notice is not required pursuant to this section before commencing an action if:
40.646(3)	3. Except as otherwise provided in subsection 4, 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:	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:
40.646(4)	<p>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:</p> <p>(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</p> <p>(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:</p> <p>(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</p> <p>(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.</p>	<p>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:</p> <p>(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</p> <p>(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:</p> <p>(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</p> <p>(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.</p> <p>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.</p>
40.6462(1)	1. Except as otherwise provided in subsection 2, 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	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

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	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.	entitled to inspect shall coordinate and conduct the inspections in a manner which minimizes the inconvenience to the claimant.
40.6462(2)	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.	Deleted in its entirety
40.647(1)	1. Except as otherwise provided in NRS 40.6452, 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) 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.	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.
40.6472(1)	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:	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:
40.648(2)	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) 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.	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.

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40.650(1)	<p>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, the court in which the action is commenced may:</p>	<p>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:</p>
40.650(2)-(4)	<p>2. If a contractor, subcontractor, supplier or design professional fails to:</p> <ul style="list-style-type: none"> (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, <p>–the limitations on damages and defenses to liability provided in NRS 40.600 to 40.695, inclusive, 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.</p> <p>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, a claimant shall diligently pursue a claim under the contract. 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.</p> <p>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.</p>	<p>2. If a contractor, subcontractor, supplier or design professional fails to:</p> <ul style="list-style-type: none"> (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, <p>– 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 –, and sections 2 and 3 of this act.</p> <p>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 –, a claimant shall diligently pursue a claim under the contract.:</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>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.</p>
40.655	<p>1. Except as otherwise provided in NRS 40.650, in a claim governed by NRS 40.600 to 40.695, inclusive, the claimant may recover only the following damages to the extent proximately caused by a constructional defect:</p> <ul style="list-style-type: none"> (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) The reduction in market value of the residence or accessory structure, if any, to the extent the reduction is because of structural failure; (d) The loss of the use of all or any part of the residence; (e) The reasonable value of any other property damaged by the constructional defect; (f) Any additional costs reasonably incurred by the claimant, including, but 	<p>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:</p> <ul style="list-style-type: none"> (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 constructional defects proven by the claimant, including, but not limited to, any costs and fees incurred for the

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	<p>not limited to, any costs and fees incurred for the retention of experts to:</p> <ol style="list-style-type: none"> (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) Any interest provided by statute. <p>2. The amount of any attorney's fees awarded pursuant to this section must be approved by the court.</p> <p>3. 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, anything other than that which is provided pursuant to NRS 40.600 to 40.695, inclusive.</p> <p>4. This section must not be construed as impairing any contractual rights between a contractor and a subcontractor, supplier or design professional.</p> <p>5. 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.</p>	<p>retention of experts to:</p> <ol style="list-style-type: none"> (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. <p>2. The amount of any attorney's fees awarded pursuant to this section must be approved by the court.</p> <p>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 + , and sections 2 and 3 of this act.</p> <p>3. This section must not be construed as impairing any contractual rights between a contractor and a subcontractor, supplier or design professional.</p> <p>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.</p>
40.695	<p>1. Except as otherwise provided in subsection 2, 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 30 days after mediation is concluded or waived in writing pursuant to NRS 40.680.</p> <p>2. Tolling under this section applies to a third party regardless of whether the party is required to appear in the proceeding.</p>	<p>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:</p> <p>(a) One year after notice of the claim is given; or</p> <p>(b) Thirty days after mediation is concluded or waived in writing pursuant to NRS 40.680.</p> <p>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.</p> <p>3. Tolling under this section applies to a third party regardless of whether the party is required to appear in the proceeding.</p>
11.202	<p>1. An 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 after the substantial completion of such an improvement, for the recovery of damages for:</p> <ol style="list-style-type: none"> (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. <p>2. The provisions of this section do not apply in an action brought against:</p> <ol style="list-style-type: none"> (a) 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) Any person on account of a defect in a product. 	<p>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:</p> <ol style="list-style-type: none"> (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. <p>2. The provisions of this section do not apply in :</p> <p>(a) To a claim for indemnity or contribution.</p> <p>(b) In an action brought against:</p> <p>(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.</p> <p>(b) (2) Any person on account of a defect in a product.</p>
11.2055	<p>1. Except as otherwise provided in NRS 11.202, 11.203 and 11.206, 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 more than 6 years after the</p>	<p>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:</p> <ol style="list-style-type: none"> (a) The final building inspection of the improvement is conducted;

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	<p>substantial completion of such an improvement, for the recovery of damages for:</p> <p>(a) Any patent deficiency in the design, planning, supervision or observation of construction or the construction of such an improvement;</p> <p>(b) Injury to real or personal property caused by any such deficiency; or</p> <p>(c) Injury to or the wrongful death of a person caused by any such deficiency.</p> <p>2. Notwithstanding the provisions of NRS 11.190 and subsection 1 of this section, if an injury occurs in the sixth year after the substantial completion of such an improvement, an action for damages for injury to property or person, damages for wrongful death resulting from such injury or damages for breach of contract may be commenced within 2 years after the date of such injury, irrespective of the date of death, but in no event may an action be commenced more than 8 years after the substantial completion of the improvement.</p> <p>3. The provisions of this section do not apply to a claim for indemnity or contribution.</p> <p>4. For the purposes of this section, "patent deficiency" means a deficiency which is apparent by reasonable inspection.</p>	<p>(b) A notice of completion is issued for the improvement; or whichever occurs later.</p> <p>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.</p>
113.135(1)(a)	<p>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:</p> <p>(a) Provide to the initial purchaser a copy of NRS 11.202 to 11.206, inclusive, and 40.600 to 40.695, inclusive;</p>	<p>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:</p> <p>(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 to 11.206, inclusive,, and sections 2 and 3 of this act;</p>
116.3102(1)(d)	<p>1. Except as otherwise provided in this chapter, and subject to the provisions of the declaration, the association:</p> <p>...</p> <p>(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.</p>	<p>1. Except as otherwise provided in this chapter, and subject to the provisions of the declaration, the association:</p> <p>...</p> <p>(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. <i>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.</i></p>