

SECURITIES AND EXCHANGE COMMISSION
 WASHINGTON, DC 20549

FORM S-8
 REGISTRATION STATEMENT UNDER
 THE SECURITIES ACT OF 1933

NVR, INC.

(Exact name of Registrant as specified in its Charter)

Virginia 54-1394360
 (State or other jurisdiction of (I.R.S. Employer Identification Number)
 incorporation or organization)

7601 Lewinsville Road
 McLean, Virginia 22102
 (703) 761-2000

(Address of principal executive office, including zip code)

NVR, INC. 1998 DIRECTORS'
 LONG-TERM STOCK
 OPTION PLAN
 (Full title of the Plan)

Dwight C. Schar
 7601 Lewinsville Road
 McLean, Virginia 22102
 (703) 761-2000

(Name, address and telephone number, including area code, of agent for service)

With copy to:

Christopher C. Giragosian, Esq.
 Hunton & Williams
 1751 Pinnacle Drive
 Suite 1700
 McLean, Virginia 22102
 (703) 714-7426

CALCULATION OF REGISTRATION FEE

Title of securities to be registered	Amount to be registered	Proposed maximum offering price per share(1)	Proposed maximum aggregate offering price(1)	Amount of registration fee
Common Stock, par value \$.01 per share	150,000 shares	\$48.50(1)	\$7,275,000	\$2,022.45

(1) Estimated solely for the purpose of computing the registration fee. This amount was calculated pursuant to Rule 457(c) under the Securities Act of 1933 on the basis of \$48.50 per share, which was the average of the high and low prices of the Common Stock on the American Stock Exchange on June 1, 1999.

PART I

INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

Item 1. Plan Information.

Not required to be filed with the Securities and Exchange Commission (the "Commission").

Item 2. Registrant Information and Employee Plan Annual Information.

Not required to be filed with the Commission.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The following documents filed by NVR, Inc. (the "Corporation") with the Commission pursuant to the Securities and Exchange Act of 1934 (the "Exchange Act") are incorporated herein by reference and made a part hereof: (i) the Corporation's Annual Report on Form 10-K for the fiscal year ended December 31, 1998; (ii) the Corporation's Quarterly Report on Form 10-Q for the quarter ended March 31, 1999.

Additionally incorporated by reference in to this Registration Statement is the description of the Corporation's Common Stock (the "Common Stock") contained in a Registration Statement on Form S-1, Registration No. 33-69436, as amended, originally filed with the Commission on September 24, 1993, which is an exhibit to the Corporation's Registration Statement on Form 8-A filed with the Commission on September 27, 1993, including any amendment or report filed for the purpose of updating such description.

All documents filed by the Corporation pursuant to Section 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and prior to the filing of a post-effective amendment that indicates that all securities registered hereunder have been issued or that deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference in this Registration Statement and to be a part hereof from the date of filing of such documents. Any statement, including financial statements contained in a document incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any other subsequently filed document that is incorporated by reference herein modifies or supersedes such earlier statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

Item 4. Description of Securities.

Not applicable.

Item 5. Interests of Named Experts and Counsel.

Not applicable.

Item 6. Indemnification of Directors and Officers.

Each director and officer of the Registrant is insured and indemnified against liability incurred by him or her in his or her capacity as an officer and/or director, pursuant to the following:

(a) Articles 8 and 9 of the Registrant's Articles of Incorporation, entitled "Indemnification" and "Limitation of Liability of Officers and Directors," respectively, which are set forth as Exhibit 3.7 to NVR, Inc.'s 1993 Registration Statement are incorporated herein by reference; and

(b) Sections 13.1-692.1, 13.1-697, 13.1-698, 13.1-702, 13.1-703 and 13.1-704 of the Virginia Stock Corporation Act, are hereby incorporated by reference herein.

* * *

Insofar as indemnification for liabilities arising under the Securities Act of 1933, as amended (the "Securities Act"), may be permitted to directors, officers, and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

Item 7. Exemption from Registration Claimed.

Not applicable.

Item 8. Exhibits.

Exhibit No.

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- 3.1 Restated Articles of Incorporation of the Corporation incorporated herein by reference to Exhibit 3.7 in NVR, Inc.'s 1993 Registration Statement.
- 3.2 By-laws of the Corporation incorporated herein by reference to Exhibit 3.8 in NVR, Inc.'s 1993 Registration Statement.
- 4 NVR, Inc. 1998 Directors' Long-Term Stock Option Plan.
- 5 Opinion of Hunton & Williams as to the legality of the securities being registered.
- 23.1 Consent of Hunton & Williams (included in the opinion filed as Exhibit 5 to the Registration Statement).
- 23.2 Consent of KPMG LLP (independent auditors).
- 24 Power of Attorney (included on signature page).

Item 9. Undertakings

(a) The undersigned registrant hereby undertakes:

- 1. To file, during any period in which offers or sales are made, a post-effective amendment to this registration statement;

- (i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933, as amended (the "Securities Act");
- (ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement;
- (iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change in such information in the registration statement;

provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the

 information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed by the registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in this Registration Statement.

2. That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona

 fide offering thereof.

3. To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to Section 13(a) or 15(d) of the Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in this Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) The undertaking concerning indemnification is as set forth under the response to Item 6.

SIGNATURES

Pursuant to the requirements of the Securities Act, the Corporation certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the County of Fairfax, Commonwealth of Virginia, on this fourth day of June, 1999.

NVR, INC.

By: /s/ Dwight C. Schar

Dwight C. Schar
Chairman of the Board,
Chief Executive Officer
and President

POWER OF ATTORNEY

Pursuant to the requirements of the Securities Act, this registration statement has been signed by the following persons in the capacities indicated on this fourth day of June, 1999. Each person whose signature appears below hereby authorizes either agent for service named in this Registration Statement to execute in the name of each such person, and to file, any amendment, including any post-effective amendment, to this Registration Statement making such changes in this Registration Statement as the registrant deems appropriate, and appoints such agent for service as attorney-in-fact to sign on his behalf individually and in each capacity stated below and file all amendments and post-effective amendments to this Registration Statement.

Signature -----	Title -----
By: /s/ Dwight C. Schar ----- Dwight C. Schar	Chairman of the Board of Directors, President, and Chief Executive Officer
By: /s/ Paul C. Saville ----- Paul C. Saville	Chief Financial Officer, Senior Vice President and Treasurer
By: /s/ Dennis M. Seremet ----- Dennis M. Seremet	Vice President and Controller
By: /s/ C. Scott Bartlett, Jr. ----- C. Scott Bartlett, Jr.	Director
By: /s/ Manuel H. Johnson ----- Manuel H. Johnson	Director
By: /s/ William A. Moran ----- William A. Moran	Director

By: /s/ Richard H. Norair, Sr. Director

Richard H. Norair, Sr.

By: /s/ David A. Preiser Director

David A. Preiser

By: /s/ George E. Slye Director

George E. Slye

By: /s/ John M. Toups Director

John M. Toups

EXHIBITS
filed with
REGISTRATION STATEMENT
on
FORM S-8
UNDER
THE SECURITIES ACT OF 1933

NVR, INC.
1998 Directors' Long-Term Stock Option Plan
(full title of the plan)

EXHIBIT INDEX

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NVR, INC.

1998 DIRECTORS' LONG-TERM STOCK OPTION PLAN

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NVR, INC.

1998 DIRECTORS' LONG-TERM STOCK OPTION PLAN

NVR, INC., a Virginia corporation (the "Corporation"), sets forth herein the terms of the Directors' Long-Term Stock Option Plan (the "Plan") as follows:

1. PURPOSE

The Plan is intended to attract and retain the best possible members of the Board and to provide additional incentives to those directors to promote the success of the Corporation. The Plan provides Eligible Directors an opportunity to purchase shares of the Stock pursuant to Options. Options granted under the Plan shall not constitute "incentive stock options" within the meaning of Section 422 of the Code.

2. DEFINITIONS

For purposes of interpreting the Plan and related documents (including Stock Option Agreements), the following definitions shall apply:

2.1. "Administrator" means the Board.

2.2. "Board" means the board of directors of the Corporation.

2.3. "Code" means the Internal Revenue Code of 1986, as amended.

2.4. "Corporation" means NVR, Inc., a Virginia corporation.

2.5. "Effective Date" means the date of adoption of the Plan by the Board.

2.6. "Eligible Director" means a member of the Board who is not an officer or employee of the Corporation or any of its subsidiaries.

2.7. "Exchange Act" means the Securities Exchange Act of 1934, as now in effect or hereafter amended.

2.8. "Exercise Price" means the Option Price multiplied by the number of shares of Stock purchased pursuant to exercise of an Option.

2.9. "Expiration Date" means the tenth anniversary of the Grant Date or, if earlier, the termination of the Option pursuant to Section 4.2(c) hereof.

2.10. "Fair Market Value" means the value of each share of Stock subject to the Plan determined as follows: If on the Grant Date or other determination date the Stock is listed on an established national or regional stock exchange, is admitted to quotation on the National Association of Securities Dealers Automated Quotation System, or otherwise is publicly traded on an established securities market, the Fair Market Value of the Stock shall be the closing price of the Stock on such exchange or in such market (the highest such closing price if there is more than one such exchange or market) on the trading day immediately preceding the Grant Date or other determination date (or, if there is no such reported closing price, the Fair Market Value shall be the mean between the highest bid and lowest asked prices or between the high and low sale prices on such trading day), or, if no sale of the Stock is reported for such trading day, on the next preceding day on which any sale shall have been reported. If the Stock is not listed on such an exchange, quoted on such system or traded on such a market, Fair Market Value shall be determined by the Administrator in good faith.

2.11. "Grant Date" means the date on which an Option grant takes effect pursuant to Section 7 hereof.

2.12. "Option" means any option to purchase one or more shares of Stock pursuant to the Plan.

2.13. "Optionee" means an Eligible Director who holds an Option.

2.14. "Option Period" means the period during which Options may be exercised as defined in Section 9 hereof.

2.15. "Option Price" means the purchase price for each share of Stock subject to an Option.

2.16. "Securities Act" means the Securities Act of 1933, as now in effect or as hereafter amended.

2.17. "Stock" means the Common Stock, par value \$0.01 per share, of the Corporation.

2.18. "Stock Option Agreement" means the written agreement evidencing the grant of an Option hereunder.

3. ADMINISTRATION

The Plan shall be administered by the Administrator. The Administrator's responsibilities under the Plan shall be limited to taking all legal

actions necessary to document the Options provided herein, to maintain appropriate records and reports regarding those Options, and to take all acts authorized or required by the Plan.

4. STOCK SUBJECT TO THE PLAN

4.1. Options to purchase not more than 150,000 shares of the Stock may be granted under the Plan. If any Option expires, terminates or is terminated or canceled for any reason before it is exercised in full, the shares of Stock that were subject to the unexercised portion of the Option shall be available for future Options granted under the Plan.

4.2(a). If the outstanding shares of Stock are increased or decreased or changed into or exchanged for a different number or kind of shares or other securities of the Corporation by reason of any recapitalization, reclassification, stock split-up, combination of shares, exchange of shares, stock dividend or other distribution payable on capital stock, or other increase or decrease in such shares effected without receipt of consideration by the Corporation, occurring after the Effective Date, the number and kinds of shares for the purchase of which Options may be granted under the Plan shall be adjusted proportionately and accordingly by the Corporation. In addition, the number and kind of shares for which Options are outstanding shall be adjusted proportionately and accordingly so that the proportionate interest of the holder of the Option immediately following such event shall, to the extent practicable, be the same as immediately prior to such event. Any such adjustment in outstanding Options shall not change the aggregate Option Price payable with respect to shares subject to the unexercised portion of the Option outstanding but shall include a corresponding proportionate adjustment in the Option Price per share.

4.2(b). Subject to Section 4.2(c) hereof, if the Corporation shall be the surviving corporation in any reorganization, merger or consolidation of the Corporation with one or more other corporations, any Option theretofore granted pursuant to the Plan shall pertain to and apply to the securities to which a holder of the number of shares of Stock subject to such Option would have been entitled immediately following such reorganization, merger or consolidation, with a corresponding proportionate adjustment of the Option Price per share so that the aggregate Option Price thereafter shall be the same as the aggregate Option Price of the shares remaining subject to the Option immediately prior to such reorganization, merger or consolidation.

4.2(c). Upon the dissolution or liquidation of the Corporation, or upon a merger, consolidation or reorganization of the Corporation with one or more other corporations in which the Corporation is not the surviving corporation, or upon a sale of substantially all of the assets of the Corporation to another corporation, or upon any transaction (including, without limitation, a merger or reorganization in

which the Corporation is the surviving corporation) which results in any person or entity (or persons or entities acting as a group or otherwise in concert) owning 20 percent or more of the combined voting power of all classes of stock of the Corporation, or upon any person commencing a tender or exchange offer or entering into an agreement or receiving an option to acquire beneficial ownership of 20 percent or more of the total number of voting shares of the Corporation, all Options outstanding hereunder shall fully vest. In the event of any such change of control, sale of assets or other corporate transaction (a "Transaction"), each individual holding an Option shall have the right (i) immediately prior to the occurrence of such Transaction and (ii) during such period occurring prior to such Transaction as the Administrator in its sole discretion shall designate, to exercise such Option in whole or in part, whether or not such Option was otherwise exercisable at the time such Transaction occurs and without regard to any installment limitation on exercise imposed pursuant to Section 8 below. The Administrator shall send written notice of an event that will result in such an exercise period to all individuals who hold Options not later than the time at which the Corporation gives notice thereof to its stockholders.

4.2(d). Adjustments under this Section 4.2 related to stock or securities of the Corporation shall be made by the Administrator, whose determination in that respect shall be final and conclusive. No fractional shares of Stock or units of other securities shall be issued pursuant to any such adjustment, and any fractions resulting from any such adjustment shall be eliminated in each case by rounding downward to the nearest whole share or unit.

4.2(e). The grant of an Option pursuant to the Plan shall not affect or limit in any way the right or power of the Corporation to make adjustments, reclassifications, reorganizations or changes of its capital or business structure or to merge, consolidate, dissolve or liquidate, or to sell or transfer all of any part of its business or assets.

5. ELIGIBILITY

Eligibility under the Plan is limited to Eligible Directors.

6. OPTION PRICE

The Option Price of the Stock covered by each Option granted under the Plan shall be the greater of the Fair Market Value or the par value of such Stock on the Grant Date. The Option Price shall be subject to adjustment as provided in Section 4.2 hereof.

7. NUMBER OF SHARES AND GRANT DATES

Each Eligible Director shall be granted an Option to purchase 12,500 shares of Stock immediately after the first annual meeting of the Corporation's stockholders after the Effective Date if the Eligible Director continues to be an Eligible Director at such time. In addition to the foregoing and subject to the other terms and conditions of the Plan, the Board shall have full and final authority to grant Options to Eligible Directors, to determine the number of shares of Stock to be subject to a grant, to establish the terms and conditions of each grant (including, but not limited to, the exercise price of any Option, the nature and duration of any restriction or condition (or provision for lapse thereof) relating to the vesting, exercise, or forfeiture of a grant.

8. VESTING OF OPTIONS

As to Options granted prior to December 31, 1999, on each of December 31, 2002, December 31, 2003, December 31, 2004, and December 31, 2005 the Options shall be vested and exercisable in respect of twenty five percent (25%) of the number of shares of Stock initially subject to the Option, subject to further increase pursuant to Section 10 below. Each Option granted under the Plan after December 31, 1999 shall become exercisable at such times and under such conditions as shall be determined by the Board and stated in the Stock Option Agreement but such Option shall not become exercisable more rapidly than the foregoing installments. Subject to Section 9 the foregoing installments, to the extent not exercised, shall accumulate and be exercisable, in whole or in part, at any time and from time to time, after becoming exercisable and prior to the termination of the Option; provided, that no single exercise of an Option

shall be for less than 100 shares of Stock, unless the number of shares of Stock purchased is the total number at the time available for purchase under the Option.

9. OPTION PERIOD

Each Option shall be granted for a period of ten (10) years from the date of grant. All Options granted to an Eligible Director will terminate ten (10) years after the date of grant or, if earlier, (i) on a termination of service as an Eligible Director for "Cause" or (ii) as provided in Section 10. A termination shall be for "Cause" in the event the Optionee ceases to be an Eligible Director of the Corporation if the termination is a result of (i) conviction of a felony or other crime involving moral turpitude; (ii) gross misconduct in connection with the performance of such Optionee's duties including a breach of such Optionee's fiduciary duty of loyalty; (iii) a willful violation of any criminal law involving a felony, including federal or state securities laws; or (iv) a material breach (following notice and an opportunity to cure) of any covenant by the Optionee contained in any agreement between the Optionee and the Corporation.

10. TERMINATION OF SERVICE

In the event of the termination of the Optionee's relationship with the Company prior to January 1, 2002, other than for "Cause", the Optionee shall be credited with vesting in respect of twenty five percent (25%) of the number of shares of Stock initially subject to the Option and seventy five percent (75%) of the Option shall terminate immediately. In the event of the termination of the Optionee's relationship with the Company during any year after December 31, 2001 and prior to January 1, 2006, other than for "Cause", the Optionee shall be credited with vesting, in addition to the vesting provided in Section 8 above, in respect of twenty five percent (25%) of the number of shares of Stock initially subject to the Option, and the portion of the Option that has not vested shall terminate immediately. The Optionee may exercise the Option to the extent vested, in whole or in part, at any time subsequent to such termination of service and prior to termination of the Option pursuant to Section 9 above.

11. RIGHTS IN THE EVENT OF DEATH OR DISABILITY

11.1. If an Optionee dies prior to the termination of the Option, the executors or administrators or legatees or distributees of such Optionee's estate shall have the right, at any time prior to termination of the Option pursuant to Section 9 above, to exercise any Option held by such Optionee at the date of such Optionee's death, to the extent such Option was exercisable immediately prior to such Optionee's death or becomes vested pursuant to Section 10;

11.2. If an Optionee terminates service with the Corporation by reason of the "permanent and total disability" (within the meaning of Section 22(e) (3) of the Code) of such Optionee, then such Optionee shall have the right (subject to the general limitations on exercise set forth in Section 9 above), any time subsequent to such termination of service and prior to termination of the Option pursuant to Section 9 above, to exercise, in whole or in part, any Option held by such Optionee at the date of such termination of service to the extent such Option was exercisable immediately prior to such Optionee's termination of service or becomes vested pursuant to Section 10.

12. TIMING AND METHOD OF EXERCISE

An Option may be exercised to the extent that shares have become purchasable under the Option, in whole or in part, from time to time, and at any time prior to expiration or termination of the Option, by making full payment of the Option Price to the Corporation in any one or more of the following ways:

- (i) in cash, including check, bank draft, or money order; and/or

(ii) by the assignment and delivery to the Corporation (or any other Affiliate designated by the Corporation) of shares of Stock which are not subject to restriction, are owned by the optionee free and clear of all liens and encumbrances and have a fair market value (as determined by the closing price on the national securities exchange on which the shares of Stock are listed on the day preceding the day of exercise or by any other method acceptable to the Administrator in its absolute discretion) equal to the applicable Option Price less any portion thereof paid in cash provided,

however, that any shares of Stock surrendered in payment must have been

held by the optionee for more than six months at the time of surrender.

13. NO STOCKHOLDER RIGHTS UNDER OPTION

Neither an Optionee nor any person entitled to exercise an Optionee's rights in the event of an Optionee's death shall have any of the rights of a stockholder with respect to the shares of Stock subject to an Option except to the extent the certificates for such shares shall have been issued upon the exercise of the Option.

14. CONTINUATION OF SERVICE

Nothing in the Plan shall confer upon any person any right to continue as a member of the Board or interfere in any way with the right of the Corporation to terminate such relationship.

15. STOCK OPTION AGREEMENT

Each Option granted pursuant to the Plan shall be evidenced by a written Stock Option Agreement notifying the Optionee of the grant and incorporating the terms of the Plan. The Stock Option Agreement shall be executed by the Corporation and the Optionee.

16. NON-TRANSFERABILITY OF OPTIONS

Each Option granted pursuant to the Plan shall, during Optionee's lifetime, be exercisable only by Optionee, and neither the Option nor any right thereunder shall be transferable by the Optionee by operation of law or otherwise other than by will or the laws of descent and distribution, and shall not be pledged or hypothecated (by operation of law or otherwise) or subject to execution, attachment or similar processes.

17. USE OF PROCEEDS

The proceeds received by the Corporation from the sale of Stock pursuant to Options granted under the Plan shall constitute general funds of the Corporation.

18. ADOPTION, AMENDMENT, SUSPENSION AND TERMINATION

18.1. The Plan shall be effective as of the date of adoption by the Board, subject to stockholders' approval of the Plan within one year of the Effective Date by a majority of the votes cast at a duly held meeting of the stockholders of the Corporation at which a quorum representing a majority of all outstanding stock is present, either in person or by proxy, and voting on the matter, or by written consent in accordance with applicable state law and the Certificate of Incorporation and Bylaws of the Corporation; provided, however,

that upon approval of the Plan by the stockholders of the Corporation, all Options granted under the Plan on or after the Effective Date shall be fully effective as if the stockholders of the Corporation had approved the Plan on the Effective Date. If the stockholders fail to approve the Plan within one year of the Effective Date, any Options granted hereunder shall be null, void and of no effect.

18.2. Subject to the limitation of Section 18.4 hereof, the Board may at any time suspend or terminate the Plan, and may amend it from time to time in such respects as the Board may deem advisable, provided, however, that any

amendment which would materially increase benefits under the Plan is subject to approval by the Corporation's stockholders.

18.3. No Option may be granted during any suspension or after the termination of the Plan, and no amendment, suspension or termination of the Plan shall, without the Optionee's consent, alter or impair any rights or obligations under any Stock Option Agreement previously entered into under the Plan. The Plan shall terminate ten years after the Effective Date unless previously terminated by the Board pursuant to this Section.

18.4. Notwithstanding the provisions of Section 18.2 hereof, the Plan shall not be amended more than once in any six-month period other than to comport with changes in the Code, the Employee Retirement Income Security Act of 1974, or the rules promulgated thereunder.

18.5 With respect to any existing Option, and notwithstanding Section 6 above, the Board may lower the Option Price to an amount that is less than the Option's then existing Option Price upon shareholder approval for such repricing in accordance with the provisions of Section 18.1, but in no event lower than the par value of the Stock.

19. SECURITIES LAWS

19.1. The Corporation shall not be required to sell or issue any shares of Stock under any Option if the sale or issuance of such shares would constitute a violation by the individual exercising the Option or the Corporation of any provisions of any law or regulation of any governmental authority, including without limitation any federal or state securities laws or regulations. Specifically in connection with the Securities Act, upon exercise of any Option, unless a registration statement under the Securities Act is in effect with respect to the shares of Stock covered by such Option, the Corporation shall not be required to sell or issue such shares unless the Administrator has received evidence satisfactory to the Administrator that the holder of such Option may acquire such shares pursuant to an exemption from registration under the Securities Act. Any determination in this connection by the Administrator shall be final and conclusive. The Corporation may, but shall in no event be obligated to, register any securities covered hereby pursuant to the Securities Act. The Corporation shall not be obligated to take any affirmative action in order to cause the exercise of an Option or the issuance of shares pursuant thereto to comply with any law or regulation of any governmental authority. As to any jurisdiction that expressly imposes the requirement that an Option shall not be exercisable unless and until the shares of Stock covered by such Option are registered or are subject to an available exemption from registration, the exercise of such Option (under circumstances in which the laws of such jurisdiction apply) shall be deemed conditioned upon the effectiveness of such registration or the availability of such an exemption.

19.2. The intent of the Plan is to qualify for the exemption provided by Rule 16b-3 under the Exchange Act. To the extent any provision of the Plan does not comply with the requirements of Rule 16b-3, it shall be deemed inoperative and shall not affect the validity of the Plan. In the event Rule 16b-3 is revised or replaced, the Board of Directors may exercise discretion to modify the Plan in any respect necessary to satisfy the requirements of the revised exemption or its replacement.

20. INDEMNIFICATION

20.1. To the extent permitted by applicable law, the Administrator shall be indemnified and held harmless by the Corporation against and from any and all loss, cost, liability or expense that may be imposed upon or reasonably incurred by the Administrator in connection with or resulting from any claim, action, suit or proceeding to which the Administrator may be a party or in which the Administrator may be involved by reason of any action taken or failure to act under the Plan, and against and from any and all amounts paid by the Administrator (with the Corporation's written approval) in the settlement thereof, or paid by the Administrator in satisfaction of a judgment in any such action, suit

or proceeding except a judgment in favor of the Corporation; subject, however, to the conditions that upon the institution of any claim, action, suit or proceeding against the Administrator, the Administrator shall give the Corporation an opportunity in writing, at its own expense, to handle and defend the same before the Administrator undertakes to handle and defend it on the Administrator's own behalf. The foregoing right of indemnification shall not be exclusive of any other right to which such person may be entitled as a matter of law or otherwise, or any power the Corporation may have to indemnify the Administrator or hold the Administrator harmless.

20.2. The Administrator and each officer and employee of the Corporation shall be fully justified in reasonably relying or acting upon any information furnished in connection with the administration of the Plan by the Corporation or any employee of the Corporation. In no event shall any person who is or shall have been the Administrator, or an officer or employee of the Corporation, be liable for any determination made or other action taken or any omission to act in reliance upon any such information, or for any action (including furnishing of information) taken or any failure to act, if in good faith.

21. GOVERNING LAW

The validity, interpretation and effect of the Plan, and the rights of all persons hereunder, shall be governed by and determined in accordance with the laws of Virginia, other than the choice of law rules thereof.

The Plan was duly adopted and approved by the Board on August 4, 1998 and was duly approved by the stockholders of the Corporation on May 4, 1999.

Secretary

June 4, 1999

NVR, Inc.
7601 Lewinsville Road
McLean, VA 22102

NVR, Inc. 1998 Directors' Long-Term Stock Option Plan
and NVR, Inc. 1998 Management Long-Term Stock Option Plan

Ladies and Gentlemen:

This firm has acted as counsel to NVR, Inc. (the "Company") in connection with the Registration Statements (the "Registration Statements") on Form S-8 for (i) the NVR, Inc. 1998 Directors' Long-Term Stock Option Plan (the "Directors' Plan") being filed under the Securities Act of 1933, as amended ("the Act") on or about the date of this letter to register 150,000 shares of common stock, \$.01 par value per share (the "Directors' Shares"), of the Company, which from time to time may be offered and sold by the Company in connection with the Directors' Plan and (ii) the NVR, Inc. 1998 Management Long-Term Stock Option Plan (the "Management Plan") being filed under the Act to register 1,000,000 shares of common stock, \$.01 par value per share (the "Management Shares"), of the Company, which from time to time may be offered and sold by the Company in connection with the Management Plan.

We are familiar with the Registration Statements and the Exhibits thereto. We have examined, originals or copies, certified and otherwise identified to our satisfaction, of such corporate documents and records of the Company and certificates of public officials as we have deemed necessary to enable us to express this opinion. We have also relied on certificates of officers of the Company as to certain factual matters. In rendering this opinion, we have assumed (i) the genuineness of all signatures, (ii) the authenticity of all documents submitted to us as originals, and (iii) the conformity to authentic original documents of all documents submitted to us as certified, conformed or photostatic copies.

Based upon and subject to the foregoing, we are of the opinion that:

1. The Company is a corporation duly incorporated, validly existing and in good standing under the laws of the Commonwealth of Virginia.

2. The Directors' Shares and the Management Shares have been duly authorized and, when offered and sold as described in the Registration Statements, will be legally issued, fully paid and non-assessable.

We hereby consent to the filing of this opinion with the Securities and Exchange Commission as an exhibit to the Registration Statements.

Very truly yours,

HUNTON & WILLIAMS

Accountants' Consent

The Board of Directors
NVR, Inc.:

We consent to the incorporation by reference herein of our report dated January 27, 1999, on the consolidated financial statements of NVR, Inc. and subsidiaries as of December 31, 1998 and 1997 and for each of the years in the three-year period ended December 31, 1998.

KPMG LLP

Washington D.C.
June 2, 1999