

been argued previously, and the fact that no opinion has come down yet from the Nevada Supreme Court on writs filed on the issue of standing in other cases. Notwithstanding previous rulings, Court expressed concern on the issue of the interpretation of the Statute. Mr. Wolfenzon argued that prior rulings were based on factual elements and described the elements involved in this case.

Colloquy regarding the difference in the language of Nevada and Colorado Statutes. Mr. Wolfenzon contends the Homeowners Association's (HOA) correspondence regarding homeowners' responsibilities is an admission they are not interested in the repair and maintenance of the individual units. Mr. Wolfenzon also argued that he has only been allowed access to 8 of the 18 units requested for purposes of destructive testing (DT). Court pointed out that this is not an evidentiary hearing and that the issue is the interpretation of the Statute and whether CC&R's are unconscionable.

Argument by Mr. Christensen on the intent of the motion and the number of times this issue has been raised. Argument by Mr. Wolfenzon. Court expressed concern at the timing of the motion. Mr. Wolfenzon maintained that some of the factual issues have only recently been raised and argued that non-access to the units impacts ability to perform repairs and present evidence. Court stated that this issue is not before it. Argument by Mr. Wolfenzon. Colloquy regarding responsibility for repairs under NRS 116 vis a vis CC&R's. In the event the motion is not granted, Mr. Wolfenzon moved for a stay to allow these issues to be raised with the Nevada Supreme Court.

Argument by Mr. Bruce. Upon Court's inquiry, Mr. Bruce confirmed that the law suit has been filed, voting was in favor of litigation, but that the Supreme Court is looking to see whether voting and ratification are briefed. Mr. Bruce explained that alternative DT targeting had been offered to alleviate problems in accessing units under foreclosure, but maintained that there is sufficient community interest in this litigation. Argument by Mr. Wolfenzon.

Court acknowledge that this issue has been dealt with in other cases but remarked upon the uniqueness of this case and the changing issues in different types of projects. COURT FINDS, this case is unique but is NOT a precedent, the factual issues in this case are such that they are not of concern, the motion is not untimely or barred by laches, although Court expressed surprise it has been brought at this time considering all the legal activity that has occurred thus far, and judicial estoppel has no bearing in this decision.

Statement by the Court regarding the difficulties, intent and importance of CC&R's, which are governing but cannot remove the Statutory intent.

COURT FINDS, pursuant to NRS 116.3102(1)(d), standing is conferred to an HOA on behalf of two (2) or more homeowners on issues dealing with the common interest community. Statement by the Court in clarification and analysis of

"what is a common interest community", pursuant to the legislative intent of the Uniform Statute of common interest ownership and overwhelming case law in other jurisdictions. COURT FINDS, D R Horton has a right to raise this issue, file a motion and offer arguments, as a non-homeowner.

COURT CLARIFIED, pursuant to NRS 116.3102(1)(d), the Homeowners' Association has standing; this law suit appears to be ratified; CC&R's are overly restrictive; the Uniform Statute that exists endorses homeowners' rights and ORDERED, motion is DENIED.

As to D R Horton's request for a stay, Court reflected upon the leeway it has given, the fact that the case is proceeding to trial under a case management order and FURTHER ORDERED, request is DENIED. FURTHER, D R Horton may make this request to the Supreme Court in the event that a writ is filed. ORDERED, Pltfs are to GRANT ACCESS to the Defts to conduct testing and parties are to COOPERATE in trial preparation.

Mr. Wolfenzon is to prepare the order WITHIN TWO (2) WEEKS; any disagreements on the wording are to be resolved by conference call.

Mr. Wolfenzon requested 54B certification. Mr. Christensen argued that certification is not applicable. COURT FURTHER ORDERED, this issue is to be briefed and may be discussed further. Mr. Christensen is concerned that this may result in further delay. COURT CLARIFIED, there will be no further delay in trial preparation of this case.

Due to time restraints and individual case loads, the above case record may not reflect all information to date.

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IN THE SUPREME COURT OF THE STATE OF NEVADA

HIGH NOON AT ARLINGTON RANCH
HOMEOWNERS ASSOCIATION, a Nevada
non-profit corporation, for itself and for all
others similarly situated,

Petitioner,

vs.

THE EIGHTH JUDICIAL DISTRICT COURT
in and for Clark County; and THE HONORABLE
SUSAN H. JOHNSON, in her capacity as District
Judge in and for Clark County,

Respondents.

D.R. HORTON, INC.,

Real-Party-In-Interest.

Case No. 52798
Clark County District
Court No. A542616

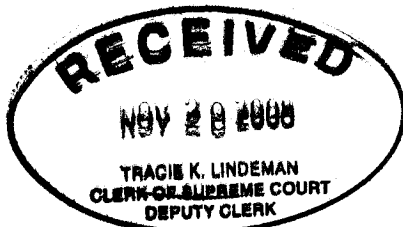
FILED

NOV 20 2008

TRACIE K. LINDEMAN
CLERK OF SUPREME COURT
BY *[Signature]*
DEPUTY CLERK

PETITIONER'S APPENDIX VOL. V

NANCY QUON
Nevada Bar No. 6099
JASON W. BRUCE
Nevada Bar No. 6916
JAMES R. CHRISTENSEN
Nevada Bar No. 3861
QUON BRUCE CHRISTENSEN
2330 Paseo del Prado, Suite C-101
Las Vegas, Nevada 89102
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5 of 5
NR-29713

1 IN THE SUPREME COURT OF THE STATE OF NEVADA

2
3 HIGH NOON AT ARLINGTON RANCH)
HOMEOWNERS ASSOCIATION, a Nevada)
4 non-profit corporation, for itself and for all)
others similarly situated,)

5)
6 Petitioner,)
7)

8 vs.)

9 THE EIGHTH JUDICIAL DISTRICT COURT)
in and for Clark County; and THE HONORABLE)
SUSAN H. JOHNSON, in her capacity as District)
Judge in and for Clark County,)

10 Respondents.)
11)

12 D.R. HORTON, INC.,)

13 Real-Party-In-Interest.)
14)

Case No.
Clark County District
Court No. A542616

15 PETITIONER'S APPENDIX VOL. V

16
17
18 NANCY QUON
Nevada Bar No. 6099
19 JASON W. BRUCE
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1	Minutes of 1/12/2004 Hearing on Plaintiff's Motion for Declaratory Relief in Re Standing: <i>Longford At Paradise Springs Homeowners Association et al. v. Wexford Homes, Inc. et al.</i> , Clark County District Court Case No. A431557	1/12/04	I	1-4
2	Notice of Entry of Order Granting Grand Legacy Community Association Standing: <i>The Grand Legacy Community Association v. Silver Springs, Inc. et al.</i> , Clark County District Court Case No. A461086	1/16/04	I	5-8
3	Minutes of 6/9/2004 Hearing on All Pending Motions: <i>Cheyenne Hills at Southfork Owners Association et al. v. Westgate Properties, Ltd. et al.</i> , Clark County District Court Case No. A464368	6/9/04	I	9-12
4	Complaint: <i>High Noon at Arlington Ranch Homeowners Association et al. v. D.R. Horton, Inc. et al.</i> , Clark County District Court Case No. A542616	6/7/07	I	13-24
5	D.R. Horton, Inc.'s Motion for Partial Summary Judgment Exh. C: Association's Notice of Compliance with Nevada Revised Statute 40.645	4/14/08	I	25-250
5	D.R. Horton, Inc.'s Motion for Partial Summary Judgment Exh. C: Association's Notice of Compliance with Nevada Revised Statute 40.645	4/14/08	II	251-500
5	D.R. Horton, Inc.'s Motion for Partial Summary Judgment (cont'd) Exh. C: Association's Notice of Compliance with Nevada Revised Statute 40.645	4/14/08	III	501-738

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6	Plaintiff's Opposition to Defendant D.R. Horton, Inc.'s Motion for Partial Summary Judgment Exh. 2: Supplemental Declaration of Covenants, Conditions & Restriction and Reservation of Easements for HIGH NOON AT ARLINGTON RANCH	5/1/08	III	739-750
6	Plaintiff's Opposition to Defendant D.R. Horton, Inc.'s Motion for Partial Summary Judgment Exh. 2: Supplemental Declaration of Covenants, Conditions & Restriction and Reservation of Easements for HIGH NOON AT ARLINGTON RANCH	5/1/08	IV	751-1000
6	Plaintiff's Opposition to Defendant D.R. Horton, Inc.'s Motion for Partial Summary Judgment Exh. 2: Supplemental Declaration of Covenants, Conditions & Restriction and Reservation of Easements for HIGH NOON AT ARLINGTON RANCH	5/1/08	V	1001-1081
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ARLINGTON RANCH
Preliminary Defect List &
Repair Recommendations
January 7, 2008
16.0 WINDOWS

FOR MEDIATION PURPOSES ONLY.
N.R.S. 48.109 and N.R.S.40.680

16.07 Defect: Building paper or window flashing with cuts and/or tears.
Location: At weather exposed windows.

Observed Defective at:				Addresses Inspected:	
Address:	Windows:	Address:	Windows:	Address:	Address:
		Tom Noon 8638 Unit 101	1	Horizon Wind 8650 Unit 101	Tom Noon 8638 Unit 101
Thunder Sky 9480 Unit 101	1			Thunder Sky 9480 Unit 101	Tom Noon 8828 Unit 101
					Traveling Breeze 8785 Unit 101
Observed Defective at:				Addresses Inspected:	
Addresses:	2	Windows:	2	Addresses Inspected:	5
Percentage Defective:	40%	of units or areas inspected			

2 of 5 windows tested=40% at Unit /Plan 101

Observed Defective at:				Addresses Inspected:	
Address:	Windows:	Address:	Windows:	Address:	Address:
Horizon Wind 8639 Unit 102	1			Horizon Wind 8639 Unit 102	Tom Noon 8618 Unit 102
		Horizon Wind 8810 Unit 102	1	Horizon Wind 8660 Unit 102	Tom Noon 8758 Unit 102
				Horizon Wind 8749 Unit 102	Traveling Breeze 8665 Unit 102
		Tom Noon 8758 Unit 102	1	Horizon Wind 8799 Unit 102	Traveling Breeze 8674 Unit 102
Horizon Wind 8749 Unit 102	1	Traveling Breeze 8665 Unit 102	1	Thunder Sky 9440 Unit 102	Traveling Breeze 8694 Unit 102
Horizon Wind 8799 Unit 102	1	Traveling Breeze 8674 Unit 102	1	Horizon Wind 8810 Unit 102	
Thunder Sky 9440 Unit 102	1	Traveling Breeze 8694 Unit 102	1	Thunder Sky 9440 Unit 102	
Observed Defective at:				Addresses Inspected:	
Addresses:	9	Windows:	9	Addresses Inspected:	12
Percentage Defective:	75%	of units or areas inspected			

9 of 12 windows tested=75% at Unit /Plan 102

Observed Defective at:				Addresses Inspected:	
Address:	Windows:	Address:	Windows:	Address:	Address:
Horizon Wind 8649 Unit 103	1			Horizon Wind 8649 Unit 103	Tom Noon 8679 Unit 103
Horizon Wind 8650 Unit 103	1	Traveling Breeze 8775 Unit 103	1	Horizon Wind 8650 Unit 103	Traveling Breeze 8775 Unit 103
Horizon Wind 8670 Unit 103	1			Horizon Wind 8670 Unit 103	
Horizon Wind 8730 Unit 103	1			Horizon Wind 8730 Unit 103	
				Horizon Wind 8740 Unit 103	
Horizon Wind 8789 Unit 103	1			Horizon Wind 8789 Unit 103	
Observed Defective at:				Addresses Inspected:	
Addresses:	6	Windows:	6	Addresses Inspected:	8
Percentage Defective:	75%	of units or areas inspected			

6 of 8 windows tested=75% at Unit /Plan 103

17 of 25 windows tested=68%

ARLINGTON RANCH
Preliminary Defect List &
Repair Recommendations
January 7, 2008
16.0 WINDOWS

FOR MEDIATION PURPOSES ONLY.
N.R.S. 48.109 and N.R.S.40.680

Violations of Codes and Standards:

- 2000 International Building Code Sections 1403.2, 1404.2, 1405.2, and 1405.3.
- 2000 International Building Code Commentary Sections 1403.2, 1404.2, 1405.2, and 1405.3.
- Plaster and Drywall Systems Manual, 3rd Edition, 1988 "Penetration Flashing Recommendations".
- Window Manufacturers Specifications (Alenco).
- CAWM Standard for Installation of Windows With Integral Mounting Flange in Wood Frame Construction (CAWM 400-95)
- AAMA 2400-02 (Formerly CAWM 400-95) Standard Practice for Installation of Windows with a Mounting Flange in Stud Frame Construction.
- Standard Practice for Installation of Exterior Windows, Doors and Skylights ASTM E-2112-01.
- Standard of Care.

Resultant Damage:

- Water intrusion causing damage to structural components and interior finishes.
- Not maintainable as constructed.

Repair Recommendation:

This repair covered in 16.03 repair recommendation.

ARLINGTON RANCH
Preliminary Defect List &
Repair Recommendations
January 7, 2008
16.0 WINDOWS

FOR MEDIATION PURPOSES ONLY.
N.R.S. 48.109 and N.R.S.40.680

16.08 Defect: Window nail fins are bent or damaged.
Location: At weather exposed windows.

Observed Defective at:				Addresses Inspected:	
Address:	Windows	Address:	Windows	Address:	Address:
Horizon Wind 8650 Unit 101	1	Tom Noon 8638 Unit 101	1	Horizon Wind 8650 Unit 101	Tom Noon 8638 Unit 101
		Tom Noon 8828 Unit 101	1	Thunder Sky 9480 Unit 101	Tom Noon 8828 Unit 101
		Traveling Breeze 8785 Unit 101	1		Traveling Breeze 8785 Unit 101
Observed Defective at:				Addresses Inspected:	
Addresses:	4	Windows:	4	Addresses Inspected:	5
Percentage Defective:	80%	of units or areas inspected			

4 of 5 windows tested=80% at Unit /Plan 101

Observed Defective at:				Addresses Inspected:	
Address:	Windows	Address:	Windows	Address:	Address:
Horizon Wind 8639 Unit 102	1	Tom Noon 8618 Unit 102	1	Horizon Wind 8639 Unit 102	Tom Noon 8618 Unit 102
Horizon Wind 8660 Unit 102	1			Horizon Wind 8660 Unit 102	Tom Noon 8758 Unit 102
		Traveling Breeze 8665 Unit 102	1	Horizon Wind 8749 Unit 102	Traveling Breeze 8665 Unit 102
				Horizon Wind 8799 Unit 102	Traveling Breeze 8674 Unit 102
				Thunder Sky 9440 Unit 102	Traveling Breeze 8694 Unit 102
Horizon Wind 8810 Unit 102	1			Horizon Wind 8810 Unit 102	Traveling Breeze 8764 Unit 102
Observed Defective at:				Addresses Inspected:	
Addresses:	5	Windows:	5	Addresses Inspected:	12
Percentage Defective:	42%	of units or areas inspected			

5 of 12 windows tested=42% at Unit /Plan 102

Observed Defective at:				Addresses Inspected:	
Address:	Windows	Address:	Windows	Address:	Address:
Horizon Wind 8649 Unit 103	1			Horizon Wind 8649 Unit 103	Tom Noon 8679 Unit 103
Horizon Wind 8650 Unit 103	1			Horizon Wind 8650 Unit 103	Traveling Breeze 8775 Unit 103
				Horizon Wind 8670 Unit 103	
				Horizon Wind 8730 Unit 103	
Horizon Wind 8740 Unit 103	1			Horizon Wind 8740 Unit 103	
Horizon Wind 8789 Unit 103	1			Horizon Wind 8789 Unit 103	
Observed Defective at:				Addresses Inspected:	
Addresses:	4	Windows:	4	Addresses Inspected:	8
Percentage Defective:	50%	of units or areas inspected			

4 of 8 windows tested=50% at Unit /Plan 103

13 of 25 windows tested=52%

ARLINGTON RANCH
Preliminary Defect List &
Repair Recommendations
January 7, 2008
16.0 WINDOWS

FOR MEDIATION PURPOSES ONLY.
N.R.S. 48.109 and N.R.S.40.680

Violations of Codes and Standards:

- 2000 International Building Code Sections 1403.2, 1404.2, 1405.2, and 1405.3.
- 2000 International Building Code Commentary Sections 1403.2, 1404.2, 1405.2, and 1405.3.
- Plaster and Drywall Systems Manual, 3rd Edition, 1988 "Penetration Flashing Recommendations".
- Window Manufacturers Specifications (Alenco).
- CAWM Standard for Installation of Windows With Integral Mounting Flange in Wood Frame Construction (CAWM 400-95)
- AAMA 2400-02 (Formerly CAWM 400-95) Standard Practice for Installation of Windows with a Mounting Flange in Stud Frame Construction.
- Standard Practice for Installation of Exterior Windows, Doors and Skylights ASTM E-2112-01.
- Standard of Care.

Resultant Damage:

- Water intrusion causing damage to structural components and interior finishes.
- Not maintainable as constructed.

Repair Recommendation:

This repair covered in 16.03 repair recommendation.

ARLINGTON RANCH
Preliminary Defect List &
Repair Recommendations
January 7, 2008
16.0 WINDOWS

FOR MEDIATION PURPOSES ONLY.
N.R.S. 48.109 and N.R.S.40.680

16.09 Defect: Staple and/or lath penetrations through nail fin.
Location: At weather exposed windows.

Observed Defective at:				Addresses Inspected:	
Address:	Windows	Address:	Windows	Address:	Address:
		Tom Noon 8638 Unit 101	1	Horizon Wind 8650 Unit 101	Tom Noon 8638 Unit 101
		Tom Noon 8828 Unit 101	1	Thunder Sky 9480 Unit 101	Tom Noon 8828 Unit 101
		Traveling Breeze 8785 Unit 101	1		Traveling Breeze 8785 Unit 101
Observed Defective at:				Addresses Inspected:	
Addresses:	3	Windows:	3	Addresses Inspected:	5
Percentage Defective:	60%	of units or areas inspected			

3 of 5 windows tested=60% at Unit /Plan 101

Observed Defective at:				Addresses Inspected:	
Address:	Windows	Address:	Windows	Address:	Address:
Horizon Wind 8639 Unit 102	1	Tom Noon 8618 Unit 102	1	Horizon Wind 8639 Unit 102	Tom Noon 8618 Unit 102
				Horizon Wind 8660 Unit 102	Tom Noon 8758 Unit 102
				Horizon Wind 8749 Unit 102	Traveling Breeze 8665 Unit 102
Horizon Wind 8799 Unit 102	1			Horizon Wind 8799 Unit 102	Traveling Breeze 8674 Unit 102
		Traveling Breeze 8694 Unit 102	1	Thunder Sky 9440 Unit 102	Traveling Breeze 8694 Unit 102
		Traveling Breeze 8764 Unit 102	1	Horizon Wind 8810 Unit 102	Traveling Breeze 8764 Unit 102
Observed Defective at:				Addresses Inspected:	
Addresses:	5	Windows:	5	Addresses Inspected:	12
Percentage Defective:	42%	of units or areas inspected			

5 of 12 windows tested=42% at Unit /Plan 102

Observed Defective at:				Addresses Inspected:	
Address:	Windows	Address:	Windows	Address:	Address:
				Horizon Wind 8649 Unit 103	Tom Noon 8679 Unit 103
		Traveling Breeze 8775 Unit 103	1	Horizon Wind 8650 Unit 103	Traveling Breeze 8775 Unit 103
Horizon Wind 8670 Unit 103	1			Horizon Wind 8670 Unit 103	
Horizon Wind 8730 Unit 103	1			Horizon Wind 8730 Unit 103	
Horizon Wind 8740 Unit 103	1			Horizon Wind 8740 Unit 103	
				Horizon Wind 8789 Unit 103	
Observed Defective at:				Addresses Inspected:	
Addresses:	4	Windows:	4	Addresses Inspected:	8
Percentage Defective:	50%	of units or areas inspected			

4 of 8 windows tested=50% at Unit /Plan 103

12 of 25 tested=48%

ARLINGTON RANCH
Preliminary Defect List &
Repair Recommendations
January 7, 2008
16.0 WINDOWS

FOR MEDIATION PURPOSES ONLY.
N.R.S. 48.109 and N.R.S.40.680

Violations of Codes and Standards:

- 2000 International Building Code Sections 1403.2, 1404.2, 1405.2, and 1405.3.
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- Standard Practice for Installation of Exterior Windows, Doors and Skylights ASTM E-2112-01.
- Standard of Care.

Resultant Damage:

- Water intrusion causing damage to structural components and interior finishes.
- Not maintainable as constructed.

Repair Recommendation:

This repair covered in 16.03 repair recommendation.

ARLINGTON RANCH
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FOR MEDIATION PURPOSES ONLY.
N.R.S. 48.109 and N.R.S.40.680

At High Noon at Arlington Ranch, the fenestration product (windows) chosen by the Developer in all plan types, was the Alenco 3700 Series Aluminum Window. This window is a "nail on flange" type window and comes in four basic configurations all of which require the same materials and methods of installation:

Fig 1.-Single Hung

Fig. 2-Slider

Fig. 3-Picture Window

Fig. 4-Shapes

These configurations can also be installed by stacking a Picture Window or Shape Window on top of a Single Hung Window or Slider Window which requires the juncture or intersection of where the two window meet to be sealed.

Plan/Unit Type 101 has:

1-Stacked Slider/Shape Window in living room

Plan/Unit Type 103 has:

1-Stacked Slider/Shape Window in master-bedroom bathroom

R.H. Adcock inspected 9 stacked window configurations.

ARLINGTON RANCH
Preliminary Defect List &
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January 7, 2008
16.0 WINDOWS

FOR MEDIATION PURPOSES ONLY.
N.R.S. 48.109 and N.R.S.40.680

16.10 Defect: Damaged and/or discontinuous nail fin at stack juncture.
Location: At mulled weather exposed windows.

Observed Defective at:				Addresses Inspected:	
Address:	Windows	Address:	Windows	Address:	Address:
Horizon Wind 8650 Unit 101	1	Tom Noon 8638 Unit 101	1	Horizon Wind 8650 Unit 101	Tom Noon 8638 Unit 101
		Traveling Breeze 8785 Unit 101	1		Tom Noon 8828 Unit 101
					Traveling Breeze 8785 Unit 101
Observed Defective at:				Addresses Inspected:	
Addresses:	3	Windows:	3	Addresses Inspected:	4
Percentage Defective:	75%	of units or areas inspected			

3 of 4 stack windows tested=75% at Unit /Plan 103

Observed Defective at:				Addresses Inspected:	
Address:	Windows	Address:	Windows	Address:	Address:
Horizon Wind 8650 Unit 103	1	Traveling Breeze 8775 Unit 103	1	Horizon Wind 8650 Unit 103	Tom Noon 8679 Unit 103
Horizon Wind 8670 Unit 103	1			Horizon Wind 8670 Unit 103	Traveling Breeze 8775 Unit 103
Horizon Wind 8730 Unit 103	1			Horizon Wind 8730 Unit 103	
Observed Defective at:				Addresses Inspected:	
Addresses:	4	Windows:	4	Addresses Inspected:	5
Percentage Defective:	80%	of units or areas inspected			

4 of 5 stack windows tested=80% at Unit /Plan 103

7 of 9 stack windows tested=78%

ARLINGTON RANCH
Preliminary Defect List &
Repair Recommendations
January 7, 2008
16.0 WINDOWS

FOR MEDIATION PURPOSES ONLY.
N.R.S. 48.109 and N.R.S.40.680

Violations of Codes and Standards:

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- 2000 International Building Code Commentary Sections 1403.2, 1404.2, 1405.2, and 1405.3.
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- Standard Practice for Installation of Exterior Windows, Doors and Skylights ASTM E-2112-01.
- Standard of Care.

Repair Recommendation:

This repair covered in 16.03 repair recommendation.

ARLINGTON RANCH
Preliminary Defect List &
Repair Recommendations
January 7, 2008

FOR MEDIATION PURPOSES ONLY.
N.R.S. 48.109 and N.R.S.40.680

16.0 WINDOWS

16.11 Defect: Alarm contacts at sill of single hung windows. (See matrix on next page for addresses)

Location: At weather exposed windows.

Violations of Codes and Standards:

- 2000 International Building Code Sections 1403.2, 1404.2, 1405.2, and 1405.3.
- 2000 International Building Code Commentary Sections 1403.2, 1404.2, 1405.2, and 1405.3.
- Plaster and Drywall Systems Manual, 3rd Edition, 1988
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- Standard Practice for Installation of Exterior Windows, Doors and Skylights ASTM E-2112-01.
- Standard of Care.

Resultant Damage:

- Water intrusion causing damage to structural components, exterior finishes, and interior finishes.
- Not maintainable as constructed.

Repair Recommendation:

This repair covered in 16.03 repair recommendation.

ARLINGTON RANCH
Preliminary Defect List &
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January 7, 2008
16.0 WINDOWS

FOR MEDIATION PURPOSES ONLY.
N.R.S. 48.109 and N.R.S.40.680

Observed Defective at:				Addresses Inspected:			
Address:	Wdw	Address:	Wdw	Address:	Wdw	Address:	Wdw
				Horizon Wind 8650 Unit 101	3	Tom Noon 8658 Unit 101	3
		Tom Noon 8717 Unit 101	3	Horizon Wind 8669 Unit 101	3	Tom Noon 8717 Unit 101	3
		Tom Noon 8718 Unit 101	3	Horizon Wind 8729 Unit 101	3	Tom Noon 8718 Unit 101	3
				Horizon Wind 8730 Unit 101	3	Tom Noon 8788 Unit 101	3
				Horizon Wind 8749 Unit 101	3	Tom Noon 8818 Unit 101	3
				Horizon Wind 8750 Unit 101	3	Tom Noon 8828 Unit 101	3
		Traveling Breeze 8644 Unit 101	2	Horizon Wind 8760 Unit 101	3	Traveling Breeze 8644 Unit 101	3
				Horizon Wind 8789 Unit 101	3	Traveling Breeze 8694 Unit 101	3
				Horizon Wind 8799 Unit 101	3	Traveling Breeze 8695 Unit 101	3
				Horizon Wind 8800 Unit 101	3	Traveling Breeze 8725 Unit 101	3
				Thunder Sky 9440 Unit 101	3	Traveling Breeze 8755 Unit 101	3
				Thunder Sky 9480 Unit 101	3	Traveling Breeze 8765 Unit 101	3
				Thunder Sky 9490 Unit 101	3	Traveling Breeze 8785 Unit 101	3
				Tom Noon 8638 Unit 101	3	Traveling Breeze 8805 Unit 101	3
Observed Defective at:				Addresses Inspected:			
Addresses:				Addresses Inspected:			
Windows:				Windows Inspected:			
Percentage Defective:				Percentage Defective:			
10% observed defective				10% observed defective			

8 of 84 windows inspected=10% at 28 units at Unit /Plan 101

Observed Defective at:				Addresses Inspected:			
Address:	Wdw	Address:	Wdw	Address:	Wdw	Address:	Wdw
Horizon Wind 8639 Unit 102	1	Tom Noon 8618 Unit 102	2	Horizon Wind 8639 Unit 102	4	Tom Noon 8618 Unit 102	2
		Tom Noon 8637 Unit 102	1	Horizon Wind 8660 Unit 102	4	Tom Noon 8637 Unit 102	4
		Tom Noon 8647 Unit 102	4	Horizon Wind 8679 Unit 102	4	Tom Noon 8647 Unit 102	4
		Tom Noon 8668 Unit 102	2	Horizon Wind 8729 Unit 102	4	Tom Noon 8668 Unit 102	2
				Horizon Wind 8740 Unit 102	4	Tom Noon 8679 Unit 102	4
		Tom Noon 8689 Unit 102	4	Horizon Wind 8749 Unit 102	4	Tom Noon 8689 Unit 102	4
				Horizon Wind 8750 Unit 102	4	Tom Noon 8718 Unit 102	2
				Horizon Wind 8759 Unit 102	4	Tom Noon 8758 Unit 102	2
				Horizon Wind 8760 Unit 102	4	Tom Noon 8768 Unit 102	2
				Horizon Wind 8780 Unit 102	2	Tom Noon 8828 Unit 102	2
		Traveling Breeze 8654 Unit 102	4	Horizon Wind 8789 Unit 102	2	Traveling Breeze 8654 Unit 102	4
				Horizon Wind 8799 Unit 102	4	Traveling Breeze 8665 Unit 102	2
		Traveling Breeze 8674 Unit 102	4	Horizon Wind 8810 Unit 102	4	Traveling Breeze 8674 Unit 102	4
				Horizon Wind 8820 Unit 102	4	Traveling Breeze 8694 Unit 102	4
				Thunder Sky 9440 Unit 102	2	Traveling Breeze 8764 Unit 102	4
Thunder Sky 9470 Unit 102	2			Thunder Sky 9470 Unit 102	2	Traveling Breeze 8805 Unit 102	2
Observed Defective at:				Addresses Inspected:			
Addresses:				Addresses Inspected:			
Windows:				Windows Inspected:			
Percentage Defective:				Percentage Defective:			
23% observed defective				23% observed defective			

24 of 104 windows inspected=23% at 32 units at Unit /Plan 102

ARLINGTON RANCH
Preliminary Defect List &
Repair Recommendations
January 7, 2008
16.0 WINDOWS

FOR MEDIATION PURPOSES ONLY.
N.R.S. 48.109 and N.R.S.40.680

Observed Defective at:		Address: Inspected:		Address: Inspected:	
Address:	Wdw	Address:	Wdw	Address:	Wdw
		Horizon Wind 8639 Unit 103	1	Thunder Sky 9460 Unit 103	1
Horizon Wind 8640 Unit 103	1	Horizon Wind 8640 Unit 103	1	Thunder Sky 9470 Unit 103	1
		Tom Noon 8618 Unit 103	1	Tom Noon 8618 Unit 103	1
		Tom Noon 8637 Unit 103	1	Tom Noon 8637 Unit 103	1
		Tom Noon 8679 Unit 103	1	Tom Noon 8679 Unit 103	1
		Horizon Wind 8670 Unit 103	1	Tom Noon 8698 Unit 103	1
		Horizon Wind 8680 Unit 103	1	Tom Noon 8708 Unit 103	1
		Horizon Wind 8729 Unit 103	1	Tom Noon 8718 Unit 103	1
		Horizon Wind 8730 Unit 103	1	Tom Noon 8757 Unit 103	1
		Horizon Wind 8740 Unit 103	1	Tom Noon 8787 Unit 103	1
		Horizon Wind 8750 Unit 103	1	Traveling Breeze 8645 Unit 103	1
		Horizon Wind 8759 Unit 103	1	Traveling Breeze 8694 Unit 103	1
		Horizon Wind 8779 Unit 103	1	Traveling Breeze 8744 Unit 103	1
		Horizon Wind 8789 Unit 103	1	Traveling Breeze 8775 Unit 103	1
		Traveling Breeze 8775 Unit 103	1	Traveling Breeze 8824 Unit 103	1
		Thunder Sky 9440 Unit 103	1		
		Thunder Sky 9450 Unit 103	1		
Observed Defective at:		Addresses Inspected:		Addresses Inspected:	
Addresses:	8	Windows:	8	Addresses Inspected:	31
Percentage Defective:	26% observed defective			Windows Inspected:	31

8 of 31 windows inspected=26% at 31 units at Unit /Plan 103

40 of 219 inspected tested=18% at 91 units at Combined Units /Plan Types

EXHIBIT 4

ARLINGTON RANCH
PLUMBING/MECHANICAL
PRELIMINARY DEFECT LIST

January 8, 2008

The opinions set forth in this report are based on a valid and reliable representative sample of the components of the residences inspected within the Arlington Ranch Development. A total of 85 units were inspected: 23 Plan Type 101s, 31 Plan Type 102s and 31 Plan Type 103s allowing an adequate review of any subsets that may exist. This further yielded a population of 166 second floor wood framed/floored bathrooms, 62 concrete floored bathrooms and 85 single style devices or appliances. There is a reasonable likelihood that the construction defects identified in this report are common throughout the Development, irrespective of plan type, unless noted otherwise.

<u>PLUMBING</u>

1 Defect: 3-wall fiberglass shower or combination bath/shower modules, (a) have "in-wall" tub/shower valves that leak, (b) the valves, spouts and shower arms, are not properly aligned or adequately secured to the wall structure, the spout nipple and valve penetrations are not sealed, the fiberglass wall panels are soft.

Inspected for at: See Defect Locator Matrix

(a) Observed at: See Defect Locator Matrix

(b) Observed at: See Defect Locator Matrix

Codes & Standards: UPC, Standard of Care

Resultant Damage: Inability to maintain seals through wall penetration allowing water invasion into the wall cavities. Propagation of mold, mildew and fungi.

Repair Recommendation: Gain access to the wet wall. Remove and discard the existing tub/shower valve. Provide a cost effective equal which utilizes a captured, encapsulated, compressed configured gasket between the escutcheon plate and trim sleeve. Reinforce and stabilize the fiberglass wet wall. Provide backing for and install a screw mounted "drop ear" ninety degree elbow, for both the tub spout and shower arm. Provide and install a sealable bulkhead fitting for the spout nipple penetration. Provide properly depth set backing, apply resilient padding with screw mounted omega straps for tub/shower valve, align with all surfaces and secure in place. Reinstall appropriate trim pieces. Restore wall surfaces as required. **Note:** This repair does not envision mold remediation where/if required.

2 Defect: (a) The master tubs and Plan 102 shower pans lack support bedding materials; fixtures creak and pop when stepped upon. (b) The wainscot panel surrounds are not properly sealed.

Inspected for at: See Defect Locator Matrix

(a) Observed at: See Defect Locator Matrix

(b) Observed at: See Defect Locator Matrix

Codes & Standards: UPC, Standard of Care, Manufacturer's Specifications

Resultant Damage: Premature failure of the fixture. Nuisance. Loss of use.

Repair Recommendation: For Condition (a): Create nozzle access holes as required and pressure inject concrete under the fixture's bottom. Allow for full cure time (typically 24 hours) before using fixture.

For Condition (b): In conjunction with Plumbing Repair 1 and/or 2a above, remove all three wall panels. Verify that the framed alcove is square and plumb and that the fixture is properly attached to the surrounding studs using non-corrosive fasteners. Thoroughly clean and degrease the fixture's deck and the bottom of the wall panels. Using a recommended silicone based sealant for all joints, reinstall the wall panels. Repair all drywalled surfaces as required. Note: This repair does not envision mold remediation where/if required.

3 Defect: Toilets (a) are not securely mounted to the wood framed floors and/or (b) closet bend grade slab penetrations are not sealed and/or the closet ring is not secured to the floor.

Inspected for at: See Defect Locator Matrix

(a) Observed at: See Defect Locator Matrix

(b) Observed at: See Defect Locator Matrix

Codes & Standards: UPC; Standard of Care

Resultant Damage: Non-maintainable toilet to pipe seal, or bowl to floor produces leaks and water damage to floor/ceiling assembly. Propagation of mold, mildew and fungi. Unsanitary condition

Repair Recommendation: For Condition (a): Remove existing water closet. Remove floor covering and sub floor to expose piping and joisting. Install 2 x 4 blocking to accept closet ring mounting screws. Restore sub floor and accurately hole saw the minimum diameter hole to accommodate the closet ring. Install a new closet ring utilizing #12 x 1-1/2" brass screws, in each and every mounting hole, penetrating through the plywood and into the 2 x 4 blocking below. Restore floor covering. Reinstall the toilet. Note: This repair does not envision mold remediation where/if required.

For Condition (b): Remove existing water closet and closet ring. Completely seal the grade slab penetration, except the top 2-1/2", with a durable

waterproof material. Provide a new closet ring. In each and every mounting hole, drop in a #12 x 1-1/2" brass screw. Fill the balance of the void with a non-shrinking, durable product (i.e. epoxy). Restore floor covering. Reinstall the toilet. **Note:** This repair does not envision mold remediation where/if required.

4 Defect: Water heaters are inadequately sized, lack sufficient capacity, and recovery rates to satisfy the hot water demands of the residence. **Note:** Applicable to Plan Types 101 and 103 which have master soaker tubs and no OVD. (Not applicable to Plan 102 which has a shower only in the master and a builder model combination tub/shower in the other bathroom).

Inspected for at: See Defect Locator Matrix

Observed at: See Defect Locator Matrix

Codes & Standards: Standard of Care, Manufacturer's Specifications

Resultant Damage: Loss of use; Higher operating temperatures create a scald potential; Shortened life expectancy of the heater; Higher operating costs

Repair Recommendation: Discard the existing 38 gallon standard recovery 40,000 BTU heater. Provide a new a higher recovery 50 gallon water heater (65,000 BTU min).

5 Defect: Water heater drip collection pans (a) discharge into a 2" pipe nipple which is not integrated into the flooring materials, the 2" line improperly reduces down to 1", the pans' tailpiece is not solidly connected to the discharge pipe and/or (b) are undersized.

Inspected for at: See Defect Locator Matrix

(a) Observed at: See Defect Locator Matrix

(b) Observed at: See Defect Locator Matrix **Note:** This appears to be an anomaly and not subject to extrapolation.

Codes & Standards: UPC, Standard of Care, Manufacturer's Specifications

Resultant Damage: Risk of real and personal property damage to the unit being served as well as surrounding units.

Repair Recommendation: For Condition (a): In conjunction with Plumbing Repair 4 above, remove the water heater and store as required. Accurately cut a hole in the floor covering to match the outside diameter of the floor drain grate. Drill a hole through the sub-floor to accommodate the threaded portion of the drain spud's diameter. Gain access to the floor assembly from the ceiling below under the site of the drain's location. Supply a floor drain body with a flange for floor integration purposes. Install the drain body from the bottom up. Complete the 2" plastic piping to the Building's exterior and discharge to an approved readily observable, exterior, non-hazard creating location. Restore all wall and ceiling surfaces as required.

For Condition (b): In conjunction with Plumbing Repair (a)

above, provide a pre-fabricated drip collection pan with a diameter 2" larger than that of the heater's foot print.

6 Defect: Water heater Temperature & Pressure relief valve discharge lines contain corrugated connectors which fail to meet the valve's service temperature minimums and creates a reduction in the discharge pipe's size.

Inspected for at: See Defect Locator Matrix

Observed at: See Defect Locator Matrix

Codes & Standards: UPC, Standard of Care, Water Heater and Relief Valve Manufacturer's Specifications

Resultant Damage: Inability to fully discharge excessive pressure. Risk of scald. Risk of real and personal property damage.

Repair Recommendation: Confirm the T&P's seat and valve are not seized. Remove the existing corrugated connector. Replace with a 3/4" union. Fill the gap in the piping with 3/4" rigid copper pipe and provide the necessary pipe suspension devices as required.

7 Defect: Water heater seismic restraint devices are either lacking "vee" blocks or the devices are not installed.

Inspected for at: See Defect Locator Matrix

Observed at: See Defect Locator Matrix

Codes & Standards: UPC, Standard of Care, Manufacturer's Specifications

Resultant Damage: Increased risk of heater toppling during a seismic event, shearing pipe or connections producing gas leak--fire/explosion or water free flow causing property damage.

Repair Recommendation: Where applicable and in conjunction with Plumbing Repair 14 above, remove the existing devices. Within the wall cavity, provide structural backing to accommodate the installation of the "vee" block. Restore the drywall surfaces as required. Supply and install a "vee" block. Reinstall the existing straps. Or, where required, provide approved devices.

8 Defect: Water heater shutoff valves and/or the heater's connections are prematurely corroding/failing.

Inspected for at: See Defect Locator Matrix

Observed at: See Defect Locator Matrix

Codes & Standards: UPC, Standard of Care

Resultant Damage: Non operational valves precludes emergency, or maintenance shut offs. Water damage to real and personal property. Loss of use.

Repair Recommendation: Remove failed(ing) products and replace as required.

9 Defect: Water heater flues ("B" vent stack) lack appropriate materials and fittings, resulting in improper clearances from drywall surfaces.

Inspected for at: See Defect Locator Matrix

Observed at: See Defect Locator Matrix. **Note:** This condition appears to be an anomaly and not subject to extrapolation.

Codes & Standards: UPC, Standard of Care, Manufacturer's Specifications.

Resultant Damage: Risk of fire. Breach of fire rated floor/ceiling assemblies.

Repair Recommendation: Disconnect existing appliance vent. Remove drywall as required to gain access to base of flue stack. Provide either a "bucket" or "thimble" to assure necessary base support and clearances from drywall. Repair all ceiling surfaces as required.

10 Defect: Wash machine plastic utility boxes (a) have hose bibb water connections, piped with plastic tubing, that lack sufficient rotating resistive stability to permit proper operation and/or (b) the support arms are backwards and the box is set-back from the drywall's face and/or (c) are improperly located in party walls.

Inspected for at: See Defect Locator Matrix

(a) Observed at: See Defect Locator Matrix

(b) Observed at: See Defect Locator Matrix

(c) Observed at: See Defect Locator Matrix **Note:** This condition is specific to Plan 102.

Codes & Standards: UPC; Standard of Care

Resultant Damage: Inability to shut off water in the event of a burst hose, or for scheduled maintenance. Improper set-back precludes sealing the box's edge to the drywall's surface allowing water to enter the wall cavity. Potential for water related damage to the hosting unit and areas below and adjacent. Compromised fire resistive construction.

Repair Recommendation: For Condition (a & b): Remove washer and dryer. Gain access to the "in wall" water connections. Disconnect plastic tubing and extend copper drops sufficiently to facilitate proper attachment to the framed structure. Reverse the mounting arms to provide for the proper set-back. Reconnect the plastic supply tubing. Restore wall surfaces as required. Using a high-grade silicone sealant, caulk the box's face edge to the drywall's surface. Paint to match and reinstall the trim frame. Reconnect the laundry appliances.

For Condition (c): In conjunction with Plumbing Repair a & b above, provide and install a fire rated utility box.

11 Defect: Laundry areas contain washing machine drain pans that are equipped with a 1" undersized outlets, do not provide for complete drainage, laundry area wall/floor joints are not sealed and are not curbed/dammed to control/direct surface water flow and piping does not discharge to the sanitary sewer. **Note:** This condition is specific to Plan 101.

Inspected for at: See Defect Locator Matrix

Observed at: See Defect Locator Matrix

Codes & Standards: UPC; Plans and Specification, Standard of Care

Resultant Damage: Inability to capture, control or consume sufficient quantities of water produces flooding of the unit with spill over potential to the adjacent and lower units.

Repair Recommendation: In conjunction with Plumbing Repair 10 above, remove washer and dryer from current location and store as required. Accurately cut a hole in the floor covering to match the outside diameter of the floor drain grate. Drill a hole through the sub-floor to accommodate the threaded portion of the drain spud's diameter. Gain access to the floor assembly from the ceiling below under the site of the drain's location. Supply a floor drain body, complete with tapped side outlet for a trap primer. Install the drain body from the bottom up. Install the trap and arm within the floor ceiling assembly. Provide an automatic trap primer, shut off valve, and union. From the floor below, provide a 1/2" supply line from the primer's outlet, to the trap's primer inlet. The primer should be installed within the wall cavity, and in a location and height readily accessible through a panel. Water seal the wall/floor joints and provide a water dam threshold at the doorway. Restore all wall and ceiling surfaces as required.

12 Defect: Free standing gas ranges are either lacking or have improperly installed "anti-tip" brackets.

Inspected for at: See Defect Locator Matrix

Observed at: See Defect Locator Matrix

Codes & Standards: Standard of Care, Manufacturer's Specifications

Resultant Damage: Inability to shut off gas, for an emergency or service, without removing the range; Risk of scald or burn to a young child, or the appliance user when placing a load on the open oven door.

Repair Recommendation: Disconnect and remove gas range. Install anti-tip brackets to floor. Reinstall gas range.

13 Defect: Dishwasher drain hoses from the air gap to disposer are either kinked or trapped thus lacking positive slope.

Inspected for at: See Defect Locator Matrix

Observed at: See Defect Locator Matrix

Codes & Standards: UPC; Standard of Care

Resultant Damage: Backflow or flooding during dishwasher's drain cycle. Overflows cause water damage to cabinetry/undersink storage. Trapped food particles produce foul odors. Propagation of mold, mildew and fungi. Up-flow of waste into the sink's second bowl. Slow drainage and increased stoppages. Unsanitary condition. Premature failure of the disposer's grinding hopper. Personal and property damage. Loss of use.

Repair Recommendation: Discard existing hoses. Provide new hoses and install free of sags or kinks.

14 Defect: Pedestal lavs located in the 103 Guest Bathroom have interior cleanouts that are inaccessible due to the lav's pedestal

Inspected for at: See Defect Locator Matrix

Observed at: See Defect Locator Matrix

Codes & Standards: UPC; Standard of Care

Resultant Damage: Inability to access waste line for service, maintenance and cleaning. Increased service costs. Loss of use.

Repair Recommendation: Disconnect and remove the lav. Gain access to the in-wall clean-out Tee. Relocate such that the opening is clear of any obstructions. Restore all wall surfaces as required. Reinstall the lav.

15 Defect: Individual unit water service laterals lack individual shut off valves. There is a single valve immediately upstream from the distributing cross tee, when closed, shuts off all three units. The existing valve is not located in a water tight masonry pit and failing prematurely.

Inspected for at: See Defect Locator Matrix

Observed at: See Defect Locator Matrix

Codes & Standards: UPC; Standard of Care

Resultant Damage: Inability to isolate an individual water service limits serviceability. Non operational valves precludes emergency, or maintenance shut offs. Potential for water damage to real and personal property. Loss of use. Unreasonable costs associated with valve repairs or replacements.

Repair Recommendation: Shut off the water service within the street's connection. Shut off the water at the Unit's garage valve. Reconfigure the existing piping such that each water service is controlled by a dedicated valve, properly suited for below grade environments. Open all valves as required and check for leaks.

16 Defect: Main line cleanouts are not identified as to the unit being served.

Inspected for at: See Defect Locator Matrix

Observed at: See Defect Locator Matrix

Codes & Standards: UPC, Standard of Care

Resultant Damage: Inability to identify and properly service a unit's house drain in a timely and/or efficient manner. Potential for property loss. Unreasonable burden and associated costs to maintain or service piping.

Repair Recommendation: Remove the three cleanout covers. Gain access to each unit and operate a fixture to confirm which riser serves which unit. Trim the existing riser with ABS x Female Iron Pipe adapter. Provide a threaded raised square head cleanout plug. Stamp a brass tag, with 1" tall characters with the Unit's number and using drive rivets, permanently affix to the top of the plug's head. Install the plug.

17 Defect: Pressure reducing valves, installed on the interior surface of the garage walls, are vulnerable and exposed to mechanical injury.

Inspected for at: See Defect Locator Matrix

Observed at: See Defect Locator Matrix

Codes & Standards: UPC, Standard of Care

Resultant Damage: Potential damage to the PRVs, valves, and piping, creating potential loss to real and personal property.

Repair Recommendation: Provide a protective cage or barrier posts in front of the exposed PRVs, valves, and piping.

18 Defect: Portions of the "main building drain" lack positive slope.

Inspected for at: See Defect Locator Matrix

Observed at: See Defect Locator Matrix

Codes & Standards: UPC, Standard of Care

Resultant Damage: High frequency of stoppages with resultant backflow. Personal and property damage. Unsanitary. Loss of use.

Repair Recommendation: Using pipe viewing and locating equipment, accurately locate the effected segments of the building drain's within the building's footprint. Locate any rebar or post tension tendons which may exist. Demo the concrete as required and excavate to gain access to the piping. Remove and discard the effected segment. Re-grade the trench as required and replace as required. Obtain written permission from the AHJ to provide a standing water test only to the height of the first floor closet rings. Perform said test and visually verify that no leaks are present. Backfill and compact as required. Restore all floor and wall surfaces as required. Note: For costing purposes assume a 10' section per unit.

MECHANICAL

1 Defect: The refrigerant lines are not properly weatherproofed at the building line. Condensers are not secured to the pad.

Inspected for at: See Defect Locator Matrix

Observed at: See Defect Locator Matrix

Codes & Standards: UMC, Standard of Care

Resultant Damages: Introduction potential of water, insects and vermin into the wall cavities. Subject to dislodgement resulting in injury to the condensing unit, refrigerant piping and loss of refrigerant.

Repair Recommendation: Draw down and store the refrigerant and disconnect the lines. Retrofit an appropriate transition boot into the stucco assembly and weatherproof the refrigerant lines at the building line. Reconnect the lines, re-charge the refrigerant, re-insulate the lines and restart the system. Secure the CU to the pad. **Note:** See Architectural Section for additional information.

2 Defect: FAUs sleeping on suspended angle iron hangers lack securement and anti-sway stabilizers.

Inspected for at: See Defect Locator Matrix

Observed at: See Defect Locator Matrix

Codes & Standards: UMC; Standard of Care, Manufacturer's Specifications.

Resultant Damage: Increased risk of displacement of the FAU while accessing the attic. Risk of damage to piping or venting materials. Potential for shearing pipe or connections producing gas leak--fire/explosion. Increased risk of property damage as a result of a toppled unit or displaced unit.

Repair Recommendation: Secure the FAU to the support iron with approved fasteners and provide anti-sway stabilizers.

Arlington Ranch DLM 1-8-2008 (Page 1 of 2)

	Add	Street	Unit	P-1a	P-1b	P-2a	P-2b	P-3a	P-3b	P-4	P-5a	P-5b	P-6	
1	8639	Horizon Wind	102	2X	X	Mstr shwr	O	Mstr	B1	N/A	X	O	X	
2	8640	Horizon Wind	103	2X	O	O	O	O	O	X	X	O	X	
3	8649	Horizon Wind	103	2X	X	O	O	O	O	X	X	O	X	
4	8650	Horizon Wind	101	2X	X	O	O	O	N/A	X	X	O	X	
5	8650	Horizon Wind	103	2K	O	O	O	Mstr	O	X	X	O	X	
6	8660	Horizon Wind	102	2X	O	Mstr shwr	O	O	O	N/A	X	O	X	
7	8669	Horizon Wind	101	2X	O	O	O	O	N/A	X	X	O	X	
8	8670	Horizon Wind	103	2X	O	O	O	O	O	X	X	O	X	
9	8679	Horizon Wind	102	2K	O	Mstr shwr	O	O	O	N/A	X	O	X	
10	8680	Horizon Wind	103	2X	O	O	O	O	O	X	X	O	X	
11	8729	Horizon Wind	101	2X	2X	O	O	B1	N/A	X	X	O	X	
12	8729	Horizon Wind	102	2X	X	Mstr shwr	O	O	O	N/A	X	O	X	
13	8729	Horizon Wind	103	2X	O	O	O	B2	O	X	X	O	X	
14	8730	Horizon Wind	101	2X	O	O	O	O	N/A	X	X	O	X	
15	8730	Horizon Wind	103	X	O	O	O	O	B1	X	X	O	X	
16	8740	Horizon Wind	102	2X	X	Mstr shwr	O	O	O	N/A	X	O	X	
17	8740	Horizon Wind	103	2X	O	O	O	Mstr	O	X	X	O	X	
18	8749	Horizon Wind	102	2K	O	Mstr shwr	O	O	O	N/A	X	O	X	
19	8750	Horizon Wind	101	2X	O	O	O	O	N/A	X	X	O	X	
20	8750	Horizon Wind	102	2X	X	Mstr shwr	O	O	O	N/A	X	O	X	
21	8750	Horizon Wind	103	2X	O	O	O	O	O	X	X	O	X	
22	8759	Horizon Wind	102	2X	X	Mstr shwr	O	O	O	N/A	X	O	X	
23	8759	Horizon Wind	103	2X	O	O	O	B2	O	X	X	O	X	
24	8760	Horizon Wind	101	2X	2X	O	O	B1	N/A	X	X	O	X	
25	8760	Horizon Wind	102	2X	X	Mstr shwr	O	O	O	N/A	X	O	X	
26	8760	Horizon Wind	103	2X(E)	NI	NI	NI	N3	NI	X(E)	X(E)	O	X(E)	
27	8779	Horizon Wind	103	2X	O	O	O	O	O	X	X	O	X	
28	8780	Horizon Wind	102	2X	O	Mstr shwr	O	O	O	N/A	X	O	X	
29	8789	Horizon Wind	101	2X	O	O	O	O	N/A	X	X	O	X	
30	8789	Horizon Wind	102	2X	2X	Mstr shwr	O	O	O	N/A	X	O	X	
31	8789	Horizon Wind	103	2X	O	O	O	O	O	X	X	O	X	
32	8799	Horizon Wind	101	2X	2X	O	O	O	N/A	X	X	O	X	
33	8799	Horizon Wind	102	2X	2X	Mstr shwr	O	O	O	N/A	X	O	X	
34	8800	Horizon Wind	101	2X	O	O	Mstr tub	B1	N/A	X	X	O	X	
35	8810	Horizon Wind	102	2X	O	Mstr shwr	O	O	O	N/A	X	O	X	
36	8810	Horizon Wind	103	2X	X	O	O	O	O	X	X	O	X	
37	8820	Horizon Wind	102	2X	O	Mstr shwr	O	B2	O	N/A	X	O	X	
38	9440	Thunder Sky	101	2X	O	O	O	O	N/A	X	X	O	X	
39	9440	Thunder Sky	102	2X	2X	Mstr shwr	O	B2	O	N/A	X	X	X	
40	9450	Thunder Sky	103	2X	2X	O	O	O	O	X	X	O	X	
41	9460	Thunder Sky	103	2X	O	O	O	O	O	X	X	O	X	
42	9470	Thunder Sky	102	2X	2X	Mstr shwr	O	B2, Mstr	O	N/A	X	O	X	
43	9470	Thunder Sky	103	2X	O	O	O	O	O	X	X	O	X	
44	9480	Thunder Sky	101	2X	O	O	O	O	N/A	X	X	O	X	
45	9490	Thunder Sky	101	2X	O	O	O	B1	N/A	X	X	O	X	
46	8618	Tom Noon	102	2X	O	Mstr shwr	O	O	O	N/A	X	O	X	
47	8618	Tom Noon	103	2X	O	O	O	B2, Mstr	B1	X	X	O	X	
48	8637	Tom Noon	102	2X	O	Mstr shwr	O	B2	O	N/A	X	O	X	
49	8637	Tom Noon	103	2X	O	O	O	Mstr	O	X	X	O	X	
50	8647	Tom Noon	102	2X	O	Mstr shwr	O	O	O	N/A	X	O	X	
51	8668	Tom Noon	102	2X	O	Mstr shwr	O	B2	O	N/A	X	O	X	
52	8678	Tom Noon	103	2X	O	O	O	O	O	X	X	O	X	
53	8679	Tom Noon	102	2X	O	Mstr shwr	O	O	O	N/A	X	O	X	
54	8679	Tom Noon	103	2X	O	O	O	O	O	X	X	O	X	
55	8689	Tom Noon	102	2X	O	Mstr shwr	O	O	O	N/A	X	O	X	
56	8698	Tom Noon	103	2X	O	O	O	O	O	X	X	O	X	
57	8708	Tom Noon	103	2X	O	O	O	O	O	X	X	O	X	
58	8717	Tom Noon	101	2X	O	O	O	O	N/A	X	X	O	X	
59	8718	Tom Noon	102	2X	X	Mstr shwr	O	O	O	N/A	X	O	X	
60	8718	Tom Noon	103	2X	X	O	O	O	O	X	X	O	X	
61	8757	Tom Noon	103	2X	O	O	O	B2, Mstr	B1	X	X	O	X	
62	8758	Tom Noon	102	2X	X	Mstr shwr	O	Mstr	O	N/A	X	O	X	
63	8768	Tom Noon	102	2X	O	Mstr shwr	O	O	O	N/A	X	O	X	
64	8787	Tom Noon	103	2X	O	O	O	O	O	X	X	O	X	
65	8788	Tom Noon	101	2X	O	O	O	B1	O	N/A	X	X	O	X
66	8807	Tom Noon	102	2X(E)	NI	Mstr shwr (E)	NI	NI	NI	N/A(E)	X(E)	O	X(E)	
67	8818	Tom Noon	101	2X	O	O	O	O	O	N/A	X	X	O	X
68	8828	Tom Noon	101	2X	2X	O	O	O	O	N/A	X	X	O	X
69	8828	Tom Noon	102	2X	O	Mstr shwr	O	O	O	N/A	X	O	X	
70	8644	Traveling Breeze	101	2X	X	O	O	O	N/A	X	X	O	X	
71	8645	Traveling Breeze	103	2X	O	O	Mstr tub	O	B1	X	X	O	X	
72	8654	Traveling Breeze	102	2X	O	Mstr shwr	O	Mstr	O	N/A	X	O	X	
73	8694	Traveling Breeze	102	2X	X	Mstr shwr	O	O	O	N/A	X	O	X	
74	8694	Traveling Breeze	103	2X	X	Mstr tub	O	B2, Mstr	O	X	X	O	X	
75	8695	Traveling Breeze	101	2X	O	O	O	B1	N/A	X	X	O	X	
76	8723	Traveling Breeze	101	2X	X	O	O	O	N/A	X	X	O	X	
77	8744	Traveling Breeze	103	2X	O	O	O	O	O	X	X	O	X	
78	8755	Traveling Breeze	101	2X	X	O	Mstr tub; B1	Mstr	N/A	X	X	O	X	
79	8764	Traveling Breeze	102	2X	X	Mstr shwr	B2	Mstr	O	N/A	X	X	O	X
80	8765	Traveling Breeze	101	2X	O	O	Mstr tub; B1	O	O	N/A	X	X	O	X
81	8775	Traveling Breeze	103	2X	O	O	O	O	O	X	X	O	X	
82	8785	Traveling Breeze	101	2X	O	O	O	O	O	N/A	X	X	O	X
83	8805	Traveling Breeze	101	2X	O	O	O	B1	O	N/A	X	X	O	X
84	8805	Traveling Breeze	102	2X	O	Mstr shwr	O	O	O	N/A	X	O	X	
85	8824	Traveling Breeze	103	2X	X	O	O	B2, Mstr	B1	X	X	O	X	
86				170/170	37/166	32/167	8/166	27/166	6/60	54/54	85/85	1 Loc	89/85	
87				100%	22%	19%	5%	16%	10%	100%	100%		100%	

KEY: X = Condition Exists, O = Condition does not exist, NI = Not Noted/Inspected, (E) = Extrapolated, N/A = Not Applicable

HNAR00011271

Arlington Ranch DLM 1-A-2008 (Page 2 of 2)

	P-7	P-8	P-9	P-10a	P-10b	P-10c	P-11	P-12	P-13	P-14	P-15	P-16	P-17	P-18	M1	M2
1	No Vee	O	O	X	O	X	O	O	O	O	X	X	X	X	X	X
2	No Vee	O	O	X	O	O	O	O	O	X	X	X	X	X	X	X
3	No Vee	O	O	X	X	O	O	O	X	X	X	X	X	X	X	X
4	No Vee	O	O	X	X	O	X	NN	NN	O	X	X	X	X	X	X
5	No Vee	O	O	X	X	O	O	NN	NN	X	X	X	X	X	X	X
6	No Vee	O	O	X	X	X	O	O	O	O	X	X	X	X	X	X
7	No Vee	O	O	X	O	O	X	O	O	X	X	X	X	X	X	X
8	No Vee	O	O	X	O	O	O	O	X	X	X	X	X	X	X	X
9	No Vee	O	O	X	O	X	O	O	X	O	X	X	X	X	X	X
10	O	O	O	X	O	O	O	O	X	X	X	X	X	X	X	X
11	No Vee	O	O	X	X	O	X	O	O	O	X	X	X	X	X	X
12	O	O	O	X	O	X	O	O	O	O	X	X	X	X	X	X
13	O	O	O	X	X	O	O	O	X	X	X	X	X	X	X	X
14	No Vee	O	O	X	O	O	X	O	O	O	X	X	X	X	X	X
15	O	O	O	X	X	O	O	O	O	X	X	X	X	X	X	X
16	No Vee	O	O	X	O	X	O	O	O	O	X	X	X	X	X	X
17	No Vee	O	O	X	X	O	O	O	O	X	X	X	X	X	X	X
18	No Vee	O	O	X	O	X	O	O	O	X	X	X	X	X	X	X
19	No Vee	O	X	X	O	O	X	O	O	X	X	X	X	X	X	X
20	No Vee	O	O	X	X	O	X	O	X	O	X	X	X	X	X	X
21	No Vee	O	O	X	X	O	O	NN	O	X	X	X	X	X	X	X
22	No Vee	O	O	X	O	X	O	O	O	O	X	X	X	X	X	X
23	No Vee	O	O	X	X	O	O	O	O	X	X	X	X	X	X	X
24	No Vee	O	O	X	X	O	X	X	O	X	X	X	X	X	X	X
25	No Vee	O	O	X	X	X	O	O	O	O	X	X	X	X	X	X
26	No Vee(E)	O(E)	O(E)	X(E)	O(E)	O(E)	O	O(E)	O(E)	X(E)	X	X	X	X	X	X
27	No Vee	O	O	X	O	O	O	X	X	X	X	X	X	X	X	X
28	No Vee	O	O	X	O	X	O	O	O	O	X	X	X	X	X	X
29	No Vee	O	O	X	O	O	X	O	O	O	X	X	X	X	X	X
30	No Vee	O	O	X	O	X	O	O	X	O	X	X	X	X	X	X
31	No Vee	O	O	X	X	O	O	O	X	X	X	X	X	X	X	X
32	No Vee	O	O	X	O	O	X	X	X	O	X	X	X	X	X	X
33	No Vee	O	O	X	O	X	O	O	X	O	X	X	X	X	X	X
34	No Vee	O	O	X	O	O	X	O	X	O	X	X	X	X	X	X
35	No Vee	O	X	X	X	X	O	O	O	O	X	X	X	X	X	X
36	No Vee	O	O	X	O	O	O	O	X	X	X	X	X	X	X	X
37	No Vee	O	O	X	X	X	O	O	O	O	X	X	X	X	X	X
38	No Vee	O	O	X	O	O	X	O	X	O	X	X	X	X	X	X
39	No Vee	O	O	X	X	X	O	O	O	O	X	X	X	X	X	X
40	No Vee	SOV	O	X	O	O	O	O	O	X	X	X	X	X	X	X
41	No Vee	O	O	X	O	O	O	X	O	X	X	X	X	X	X	X
42	No Vee	O	O	X	O	X	O	O	O	O	X	X	X	X	X	X
43	No Vee	O	O	X	O	O	O	X	X	X	X	X	X	X	X	X
44	No Vee	O	O	X	X	O	X	O	X	O	X	X	X	X	X	X
45	O	O	O	X	X	O	X	O	X	O	X	X	X	X	X	X
46	No Vee	O	O	X	O	X	O	O	O	O	X	X	X	X	X	X
47	No Vee	O	O	X	O	O	O	NN	O	X	X	X	X	X	X	X
48	No Vee	SOV	O	X	X	X	O	O	O	O	X	X	X	X	X	X
49	No Vee	O	O	X	O	O	O	O	O	X	X	X	X	X	X	X
50	No Vee	O	O	X	O	X	O	O	X	O	X	X	X	X	X	X
51	No Vee	O	O	X	O	X	O	O	O	O	X	X	X	X	X	X
52	O	O	O	X	X	O	O	O	O	X	X	X	X	X	X	X
53	No Vee	O	O	X	O	X	O	O	O	O	X	X	X	X	X	X
54	No Vee	O	O	X	O	O	O	O	X	X	X	X	X	X	X	X
55	No Vee	O	O	X	O	X	O	NN	O	O	X	X	X	X	X	X
56	O	O	O	X	X	O	O	O	O	X	X	X	X	X	X	X
57	No Vee	O	O	X	O	O	O	O	X	X	X	X	X	X	X	X
58	No Vee	O	O	X	O	O	X	O	X	O	X	X	X	X	X	X
59	No Vee	O	O	X	O	X	O	O	X	O	X	X	X	X	X	X
60	No Vee	O	O	X	O	O	O	O	O	X	X	X	X	X	X	X
61	No Vee	O	O	X	O	O	O	O	X	X	X	X	X	X	X	X
62	No Vee	SOV	O	X	X	X	O	O	O	O	X	X	X	X	X	X
63	No Vee	O	O	X	O	X	O	O	X	O	X	X	X	X	X	X
64	No Vee	O	O	X	O	O	O	O	O	X	X	X	X	X	X	X
65	No Vee(E)	O	O	X	X	O	X	NN	NN	O	X	X	X	X	X	X
66	No Vee(E)	O(E)	O(E)	X(E)	O(E)	O(E)	O	O(E)	O(E)	O	X	X	X	X	X	X
67	Lacking	O	O	X	X	O	X	O	O	O	X	X	X	X	X	X
68	No Vee(E)	O	O	X	X	O	X	O	X	O	X	X	X	X	X	X
69	O	O	O	X	O	X	O	O	O	O	X	X	X	X	X	X
70	No Vee	O	O	X	O	O	X	O	X	O	X	X	X	X	X	X
71	No Vee	SOV	O	X	X	O	O	O	O	X	X	X	X	X	X	X
72	No Vee	SOV	O	X	O	X	O	O	X	O	X	X	X	X	X	X
73	No Vee	O	O	X	O	X	O	X	O	X	X	X	X	X	X	X
74	No Vee	O	O	X	O	O	O	O	O	X	X	X	X	X	X	X
75	No Vee	O	O	X	O	O	X	O	O	O	X	X	X	X	X	X
76	Lacking	O	O	X	X	O	X	X	X	O	X	X	X	X	X	X
77	No Vee	O	O	X	O	O	O	X	X	X	X	X	X	X	X	X
78	O	O	O	X	O	O	X	O	O	O	X	X	X	X	X	X
79	No Vee	SOV	O	X	O	X	O	O	O	O	X	X	X	X	X	X
80	Lacking	O	O	X	X	O	X	O	X	O	X	X	X	X	X	X
81	Lacking	O	O	X	X	O	X	O	X	O	X	X	X	X	X	X
82	No Vee	SOV	O	X	O	O	X	X	O	O	X	X	X	X	X	X
83	No Vee	O	X	X	O	O	X	O	O	O	X	X	X	X	X	X
84	Lacking	O	O	X	O	X	O	X	O	O	X	X	X	X	X	X
85	Lacking	O	O	X	X	O	O	X	O	X	X	X	X	X	X	X
86	76/85	7/85	3 Locs	85/85	30/83	11/31	23/23	13/79	28/82	31/31	85/85	85/85	85/85	85/85	85/85	85/85
87	89%	8%		100%	36%	100%	100%	16%	34%	100%	100%	100%	100%	100%	100%	100%

KEY: X = Condition Exists, O = Condition does not exist, NN = Not Noted/Inspected, (E) = Extrapolated, N/A = Not Applicable

HNAR00011272

EXHIBIT 5



JN² - An Electrical Consulting Service Company
Specializing in Electrical Claims, Injuries, Defects, and Products

REPORT OF ELECTRICAL DEFICIENCIES

FOR ARLINGTON RANCH

OF CLARK COUNTY, NEVADA

**A STATEMENT OF FINDINGS
BASED UPON THE:**

NATIONAL ELECTRICAL CODE,

THE UNIFORM BUILDING CODE

CONTRACTS, PLANS AND SPECIFICATIONS

***DEFICIENCIES ARE BASED UPON REPRESENTATIVE
SITE SURVEY INSPECTIONS TAKEN JULY - SEPT 2007***

RESPECTFULLY SUBMITTED BY:

**JN² ELECTRICAL CONSULTING CO.
ELECTRICAL CONSULTANTS**

LAS VEGAS, NEVADA

**BY:
JOHN J. NICHOLAS**

October 10, 2007

FOR MEDIATION PURPOSES ONLY

N.R.S. § 48.109 and § 40.680(6)(NV)

6280 S VALLEY VIEW ROAD • SUITE 326 • LAS VEGAS • NEVADA 89118

HNAR00010246

MISSION:

JN² Electrical Consulting Co. was retained through the HOA of Arlington Ranch and Quon Bruce Christensen Law Firm to survey the "as-built" conditions of the Electrical systems at the above referenced project in the City of Clark County, Nevada. The purpose of the inspections was to determine:

- 1.) the "as-built" conditions as related to the design drawings, if available;
- 2.) the quality and correctness of the installed wiring as relating to the industry "Standard of Care" and the NEC and whether the intended benefits to the owner are met in the installation and,
- 3.) the resultant physical damages to the inspected building as relating to non conformance with the NEC and applicable building standards.
- 4.) the economic damages to the structures that the owners have paid out or will be required to pay to correct these conditions, and
- 5.) the Life Safety Issues and concerns arising from the investigations.

The issues reflected within this report were determined to be within the definition of "Constructional defect" as set forth in NRS 40.615 as "a defect in the design, construction, manufacture, repair, or landscaping of a new residence..... :

- 1.1 Which is done in violation of law, including, without limitation, in violation of local codes or ordinances;
- 1.2 Which proximately causes physical damage to the residence...
- 1.3 Which is not completed in a good and workmanlike manner, in accordance with the generally accepted standard of care in the industry; or
- 1.4 Which presents an unreasonable risk of injury to a person or property.

This expert opinion is based on a valid and reliable representative sample of the components of the residences and appurtenances, and it is my opinion that those similarly situated residences and appurtenances may have such common constructional defects.

STATISTICAL BASIS:

For the purpose of this preliminary analysis and report, a sampling of 88 units was inspected of the 342 units in the development for a 26% sampling.

OVERVIEW ANALYSIS OF THE PROJECT ELECTRICAL SYSTEM

The following units were inspected between July 2007 and September 2007,:

8618 Tom Noon #102	8698 Tom Noon #103	8779 Horizon Wind #103
8637 Tom Noon #102	8708 Tom Noon #103	8780 Horizon Wind #102
8637 Tom Noon #103	8717 Tom Noon #101	8785 Traveling Breeze #101
8638 Tom Noon #101	8718 Tom Noon #101	8787 Tom Noon #103
8639 Horizon Wind #102	8718 Tom Noon #102	8788 Tom Noon #101
8639 Horizon Wind #103	8718 Tom Noon #103	8789 Horizon Wind #101
8640 Horizon Wind #103	8725 Traveling Breeze #101	8789 Horizon Wind #102
8644 Traveling Breeze #101	8729 Horizon Wind #101	8789 Horizon Wind #103
8645 Traveling Breeze #103	8729 Horizon Wind #102	8799 Horizon Wind #101
8647 Tom Noon #102	8729 Horizon Wind #103	8799 Horizon Wind #102
8649 Horizon Wind #103	8730 Horizon Wind #101	8800 Horizon Wind #101
8650 Horizon Wind #101	8730 Horizon Wind #103	8805 Traveling Breeze #101
8650 Horizon Wind #103	8740 Horizon Wind #102	8805 Traveling Breeze #102
8654 Traveling Breeze #102	8740 Horizon Wind #103	8810 Horizon Wind #102
8658 Tom Noon #101	8744 Traveling Breeze #103	8810 Horizon Wind #103
8660 Horizon Wind #102	8749 Horizon Wind #101	8818 Tom Noon #101
8665 Traveling Breeze #102	8749 Horizon Wind #102	8820 Horizon Wind #102
8668 Tom Noon #102	8750 Horizon Wind #101	8824 Traveling Breeze #103
8669 Horizon Wind #101	8750 Horizon Wind #102	8828 Tom Noon #101
8670 Horizon Wind #103	8750 Horizon Wind #103	8828 Tom Noon #102
8674 Traveling Breeze #102	8755 Traveling Breeze #101	9440 Thunder Sky #101
8678 Tom Noon #103	8758 Tom Noon #102	9440 Thunder Sky #102
8679 Horizon Wind #102	8759 Horizon Wind #102	9440 Thunder Sky #103
8679 Tom Noon #102	8759 Horizon Wind #103	9450 Thunder Sky #103
8679 Tom Noon #103	8760 Horizon Wind #101	9460 Thunder Sky #103
8680 Horizon Wind #103	8760 Horizon Wind #102	9470 Thunder Sky #102
8689 Tom Noon #102	8764 Traveling Breeze #102	9480 Thunder Sky #101
8694 Traveling Breeze #101	8765 Traveling Breeze #101	9490 Thunder Sky #101
8694 Traveling Breeze #102	8768 Tom Noon #102	
8695 Traveling Breeze #101	8775 Traveling Breeze #103	

The 2002 Edition of the National Electric Code was used to analyze the results of these inspections. According to Lisa, at the Clark County Building Department and the permit issue dates in conjunction with the code adoption dates for Clark County, Nevada this was the Edition in effect for this project.

The following deficiencies are representative of the units inspected to date. Any further investigation and analysis may alter or amend the content herein.

HNAR00010249

- 1 **Defect:** At the termination points of aluminum wires in the panels there is a lack of proper preparation of the wire, and insufficient torque tightness of the connectors. The properties of Aluminum are that it will continue to oxidize from the atmospheric conditions and the heat imposed upon it by the use of the circuit. The Code requires in Article 110-3 (b), that the wire be installed according to the listing and labeling of the product. The anti-oxidant decreases this oxidation and is a requirement for this installation.

Location: The Sub Panels for each unit

Units or Area Inspected for Defect:

8618 Tom Noon #102	8718 Tom Noon #101	8780 Horizon Wind #102
8637 Tom Noon #103	8718 Tom Noon #102	8785 Traveling Breeze #101
8638 Tom Noon #101	8718 Tom Noon #103	8787 Tom Noon #103
8639 Horizon Wind #103	8725 Traveling Breeze #101	8788 Tom Noon #101
8640 Horizon Wind #103	8729 Horizon Wind #101	8789 Horizon Wind #101
8644 Traveling Breeze #101	8729 Horizon Wind #102	8789 Horizon Wind #102
8645 Traveling Breeze #103	8729 Horizon Wind #103	8789 Horizon Wind #103
8647 Tom Noon #102	8730 Horizon Wind #101	8799 Horizon Wind #101
8649 Horizon Wind #103	8730 Horizon Wind #103	8799 Horizon Wind #102
8650 Horizon Wind #101	8740 Horizon Wind #102	8800 Horizon Wind #101
8650 Horizon Wind #103	8740 Horizon Wind #103	8805 Traveling Breeze #101
8658 Tom Noon #101	8744 Traveling Breeze #103	8805 Traveling Breeze #102
8660 Horizon Wind #102	8749 Horizon Wind #101	8810 Horizon Wind #102
8665 Traveling Breeze #102	8749 Horizon Wind #102	8810 Horizon Wind #103
8668 Tom Noon #102	8750 Horizon Wind #101	8818 Tom Noon #101
8669 Horizon Wind #101	8750 Horizon Wind #102	8820 Horizon Wind #102
8670 Horizon Wind #103	8750 Horizon Wind #103	8824 Traveling Breeze #103
8674 Traveling Breeze #102	8755 Traveling Breeze #101	8828 Tom Noon #101
8679 Horizon Wind #102	8758 Tom Noon #102	8828 Tom Noon #102
8679 Tom Noon #102	8759 Horizon Wind #102	9440 Thunder Sky #101
8679 Tom Noon #103	8759 Horizon Wind #103	9440 Thunder Sky #102
8680 Horizon Wind #103	8760 Horizon Wind #101	9440 Thunder Sky #103
8689 Tom Noon #102	8760 Horizon Wind #102	9450 Thunder Sky #103
8694 Traveling Breeze #101	8764 Traveling Breeze #102	9460 Thunder Sky #103
8694 Traveling Breeze #102	8765 Traveling Breeze #101	9470 Thunder Sky #102
8695 Traveling Breeze #101	8768 Tom Noon #102	9480 Thunder Sky #101
8708 Tom Noon #103	8775 Traveling Breeze #103	9490 Thunder Sky #101
8717 Tom Noon #101	8779 Horizon Wind #103	

Units or Area Investigated found to be Defective:

8618 Tom Noon #102	8729 Horizon Wind #102	8789 Horizon Wind #102
8638 Tom Noon #101	8740 Horizon Wind #103	8789 Horizon Wind #103
8639 Horizon Wind #103	8744 Traveling Breeze #103	8799 Horizon Wind #101
8640 Horizon Wind #103	8749 Horizon Wind #101	8799 Horizon Wind #102
8644 Traveling Breeze #101	8750 Horizon Wind #101	8800 Horizon Wind #101
8645 Traveling Breeze #103	8750 Horizon Wind #102	8805 Traveling Breeze #101
8650 Horizon Wind #101	8750 Horizon Wind #103	8810 Horizon Wind #103
8665 Traveling Breeze #102	8755 Traveling Breeze #101	8820 Horizon Wind #102
8668 Tom Noon #102	8759 Horizon Wind #102	8824 Traveling Breeze #103
8669 Horizon Wind #101	8759 Horizon Wind #103	8828 Tom Noon #101
8670 Horizon Wind #103	8760 Horizon Wind #101	8828 Tom Noon #102
8674 Traveling Breeze #102	8760 Horizon Wind #102	9440 Thunder Sky #101
8689 Tom Noon #102	8765 Traveling Breeze #101	9440 Thunder Sky #102
8694 Traveling Breeze #101	8775 Traveling Breeze #103	9440 Thunder Sky #103
8708 Tom Noon #103	8779 Horizon Wind #103	9450 Thunder Sky #103
8718 Tom Noon #102	8780 Horizon Wind #102	9460 Thunder Sky #103
8718 Tom Noon #103	8785 Traveling Breeze #101	9470 Thunder Sky #102
8725 Traveling Breeze #101	8787 Tom Noon #103	9480 Thunder Sky #101
8729 Horizon Wind #101	8789 Horizon Wind #101	

Projected Defective: 48% (*At 132 of 277 locations inspected for this condition*)

Codes & Standards: The 2002 edition of the National Electrical Code states:

110-3. Examination, Identification, Installation, and Use of Equipment.

(b) Installation and Use.

Listed or labeled equipment shall be used or installed in accordance with any instructions included in the listing or labeling.

110-14. Electrical Connections.

Because of different characteristics of copper and aluminum, devices such as pressure terminal or pressure splicing connectors and soldering lugs shall be identified for the material of the conductor and shall be properly installed and used.

(FPN): Many terminations and equipment are marked with a tightening torque.

(a) Terminals.

Connection of conductors to terminal parts shall ensure a thoroughly good connection without damaging the conductors and shall be made by means of pressure connectors (including set-screw type), solder lugs, or splices to flexible leads

The Aluminum Manufacturer's Handbook clearly requires the installation to be:

Joint Compound. This is applied to the bare conductor after the insulation has been stripped away, and the conductor has been wire-brushed. A coating of joint compound will remain on the surface of the conductor preventing oxides from re-forming during the installation process.

Resultant Damage: The lack of proper terminations, no anti-oxidant and loose connections creates a high heat connection at the termination points causing unreliable operation of electrical and electronic equipment; Misuse / misapplication of products in violation of manufacturer's installation instructions and UL listings; Property damages are the main electrical distribution conductors, circuit breaker lugs and main connection lugs.

Repair Recommendations: Install anti oxidant at all aluminum wire terminations and torque tighten all connectors per manufacturing installation instruction and UL standards.

- 2 **Defect:** The load center is recessed and overcut into the wall space beyond the Code allowances.

Location: At unit load center.

Units Inspected for Defect:

8618 Tom Noon #102	8717 Tom Noon #101	8779 Horizon Wind #103
8637 Tom Noon #103	8718 Tom Noon #101	8780 Horizon Wind #102
8638 Tom Noon #101	8718 Tom Noon #102	8785 Traveling Breeze #101
8639 Horizon Wind #102	8718 Tom Noon #103	8787 Tom Noon #103
8639 Horizon Wind #103	8725 Traveling Breeze #101	8788 Tom Noon #101
8640 Horizon Wind #103	8729 Horizon Wind #101	8789 Horizon Wind #101
8644 Traveling Breeze #101	8729 Horizon Wind #102	8789 Horizon Wind #102
8645 Traveling Breeze #103	8729 Horizon Wind #103	8789 Horizon Wind #103
8647 Tom Noon #102	8730 Horizon Wind #101	8799 Horizon Wind #101
8649 Horizon Wind #103	8730 Horizon Wind #103	8799 Horizon Wind #102
8650 Horizon Wind #101	8740 Horizon Wind #102	8800 Horizon Wind #101
8650 Horizon Wind #103	8740 Horizon Wind #103	8805 Traveling Breeze #101
8658 Tom Noon #101	8744 Traveling Breeze #103	8805 Traveling Breeze #102
8660 Horizon Wind #102	8749 Horizon Wind #101	8810 Horizon Wind #102
8665 Traveling Breeze #102	8749 Horizon Wind #102	8810 Horizon Wind #103
8668 Tom Noon #102	8750 Horizon Wind #101	8818 Tom Noon #101
8669 Horizon Wind #101	8750 Horizon Wind #102	8820 Horizon Wind #102
8670 Horizon Wind #103	8750 Horizon Wind #103	8824 Traveling Breeze #103
8674 Traveling Breeze #102	8755 Traveling Breeze #101	8828 Tom Noon #101
8679 Horizon Wind #102	8758 Tom Noon #102	8828 Tom Noon #102
8679 Tom Noon #102	8759 Horizon Wind #102	9440 Thunder Sky #101
8679 Tom Noon #103	8759 Horizon Wind #103	9440 Thunder Sky #102
8680 Horizon Wind #103	8760 Horizon Wind #101	9440 Thunder Sky #103
8689 Tom Noon #102	8760 Horizon Wind #102	9450 Thunder Sky #103
8694 Traveling Breeze #101	8764 Traveling Breeze #102	9460 Thunder Sky #103
8694 Traveling Breeze #102	8765 Traveling Breeze #101	9470 Thunder Sky #102
8695 Traveling Breeze #101	8768 Tom Noon #102	9480 Thunder Sky #101
8708 Tom Noon #103	8775 Traveling Breeze #103	9490 Thunder Sky #101

Units or Area Investigated found to be Defective:

8618 Tom Noon #102	8708 Tom Noon #103	8785 Traveling Breeze #101
8637 Tom Noon #103	8718 Tom Noon #101	8787 Tom Noon #103
8638 Tom Noon #101	8718 Tom Noon #103	8789 Horizon Wind #101
8639 Horizon Wind #102	8725 Traveling Breeze #101	8789 Horizon Wind #103
8639 Horizon Wind #103	8729 Horizon Wind #101	8799 Horizon Wind #101
8640 Horizon Wind #103	8729 Horizon Wind #102	8799 Horizon Wind #102
8644 Traveling Breeze #101	8729 Horizon Wind #103	8800 Horizon Wind #101
8645 Traveling Breeze #103	8730 Horizon Wind #103	8805 Traveling Breeze #101
8649 Horizon Wind #103	8740 Horizon Wind #102	8805 Traveling Breeze #102
8650 Horizon Wind #101	8740 Horizon Wind #103	8810 Horizon Wind #103
8650 Horizon Wind #103	8744 Traveling Breeze #103	8818 Tom Noon #101
8658 Tom Noon #101	8749 Horizon Wind #101	8820 Horizon Wind #102
8660 Horizon Wind #102	8749 Horizon Wind #102	8824 Traveling Breeze #103
8665 Traveling Breeze #102	8750 Horizon Wind #102	8828 Tom Noon #101
8670 Horizon Wind #103	8750 Horizon Wind #103	8828 Tom Noon #102
8674 Traveling Breeze #102	8755 Traveling Breeze #101	9440 Thunder Sky #101
8679 Horizon Wind #102	8758 Tom Noon #102	9440 Thunder Sky #102
8679 Tom Noon #102	8760 Horizon Wind #102	9440 Thunder Sky #103
8679 Tom Noon #103	8764 Traveling Breeze #102	9450 Thunder Sky #103
8694 Traveling Breeze #101	8765 Traveling Breeze #101	9470 Thunder Sky #102
8694 Traveling Breeze #102	8775 Traveling Breeze #103	9480 Thunder Sky #101
8695 Traveling Breeze #101	8780 Horizon Wind #102	

Projected Defective: 77% (At 65 of 84 locations inspected for this condition)

Codes & Standards: The 2002 edition of the National Electrical Code states:

373-3. Position in Wall.

In walls of concrete, tile, or other noncombustible material, cabinets shall be so installed that the front edge of the cabinet will not set back of the finished surface more than ¼ inch (6.35 mm). In walls constructed of wood or other combustible material, cabinets shall be flush with the finished surface or project therefrom.

370-21. Repairing Plaster and Drywall or Plasterboard.

Plaster, dry wall, or plasterboard surfaces that are broken or incomplete shall be repaired so there will be no gaps or open spaces greater than 1/8 inch at the edge of the box or fitting. *(References Outlet, Device, Pull and Junction Boxes.)*

Resultant Damage: The setback and/or gap increases the fire spread to the adjacent wood building members. This is a life safety issue. Damage to the work of the drywall sub-contractor will be required to fix the deficiency. Property damaged is the drywall surrounding the panel.

Repair Recommendations: Move panel to flush finish and/or seal gaps at edges.

- 3 **Defect:** The general quality of workmanship in the Electrical system does not meet the Code. Including:

- Debris in panel
- Vague Directory
- Open knockouts
- Lower/upper hallway switches reversed (9460 Thunder Sky 103)
- Zero torque on neutral (8810 Horizon Wind 103)
- Exhaust fan not flush (Multiple locations)
- Wall switch cover bent (8785 Traveling Breeze 101)
- Gas pressure regulator in close proximity to electrical panels.
- Fittings in main electrical panel are not fire sealed.
- The outlet boxes in the fire rated wall spaces are not installed in a Code approved assembly to assure fire resistant integrity of the wall space.
- The Ground Fault Circuit Interrupter outlet failed to trip within the established thresholds.
- The exterior light fixtures are not grounded as required by the Code. The fixtures located in the bathrooms are not properly grounded.
- The location of the disconnect for the Central Air Conditioner compressor unit outdoors is improper.
- The address lights on the exterior of the buildings are not working properly. (Repair 45 lights)

Location: Various locations throughout the units and common areas.

Units or Area Inspected for Defect:

8618 Tom Noon #102	8698 Tom Noon #103	8775 Traveling Breeze #103
8637 Tom Noon #102	8708 Tom Noon #103	8779 Horizon Wind #103
8637 Tom Noon #103	8717 Tom Noon #101	8780 Horizon Wind #102
8638 Tom Noon #101	8718 Tom Noon #101	8785 Traveling Breeze #101
8639 Horizon Wind #102	8718 Tom Noon #102	8787 Tom Noon #103
8639 Horizon Wind #103	8718 Tom Noon #103	8788 Tom Noon #101
8640 Horizon Wind #103	8725 Traveling Breeze #101	8789 Horizon Wind #101
8644 Traveling Breeze #101	8729 Horizon Wind #101	8789 Horizon Wind #102
8645 Traveling Breeze #103	8729 Horizon Wind #102	8789 Horizon Wind #103
8647 Tom Noon #102	8729 Horizon Wind #103	8799 Horizon Wind #101
8649 Horizon Wind #103	8730 Horizon Wind #101	8799 Horizon Wind #102
8650 Horizon Wind #101	8730 Horizon Wind #103	8800 Horizon Wind #101
8650 Horizon Wind #103	8740 Horizon Wind #102	8805 Traveling Breeze #101
8658 Tom Noon #101	8740 Horizon Wind #103	8805 Traveling Breeze #102
8660 Horizon Wind #102	8744 Traveling Breeze #103	8810 Horizon Wind #102
8665 Traveling Breeze #102	8749 Horizon Wind #101	8810 Horizon Wind #103
8668 Tom Noon #102	8749 Horizon Wind #102	8818 Tom Noon #101
8669 Horizon Wind #101	8750 Horizon Wind #101	8820 Horizon Wind #102
8670 Horizon Wind #103	8750 Horizon Wind #102	8824 Traveling Breeze #103
8674 Traveling Breeze #102	8750 Horizon Wind #103	8828 Tom Noon #101
8678 Tom Noon #103	8755 Traveling Breeze #101	8828 Tom Noon #102
8679 Horizon Wind #102	8758 Tom Noon #102	9440 Thunder Sky #101
8679 Tom Noon #102	8759 Horizon Wind #102	9440 Thunder Sky #102
8679 Tom Noon #103	8759 Horizon Wind #103	9440 Thunder Sky #103
8680 Horizon Wind #103	8760 Horizon Wind #101	9450 Thunder Sky #103
8689 Tom Noon #102	8760 Horizon Wind #102	9460 Thunder Sky #103
8694 Traveling Breeze #101	8764 Traveling Breeze #102	9470 Thunder Sky #102
8694 Traveling Breeze #102	8765 Traveling Breeze #101	9480 Thunder Sky #101
8695 Traveling Breeze #101	8768 Tom Noon #102	9490 Thunder Sky #101

Units or Area Investigated found to be Defective:

8618 Tom Noon #102	8718 Tom Noon #101	8787 Tom Noon #103
8637 Tom Noon #102	8725 Traveling Breeze #101	8788 Tom Noon #101
8637 Tom Noon #103	8729 Horizon Wind #101	8789 Horizon Wind #101
8638 Tom Noon #101	8729 Horizon Wind #102	8789 Horizon Wind #102
8639 Horizon Wind #102	8729 Horizon Wind #103	8789 Horizon Wind #103
8639 Horizon Wind #103	8730 Horizon Wind #103	8799 Horizon Wind #101
8640 Horizon Wind #103	8740 Horizon Wind #102	8799 Horizon Wind #102
8644 Traveling Breeze #101	8740 Horizon Wind #103	8800 Horizon Wind #101
8645 Traveling Breeze #103	8744 Traveling Breeze #103	8805 Traveling Breeze #101
8649 Horizon Wind #103	8749 Horizon Wind #101	8805 Traveling Breeze #102
8650 Horizon Wind #101	8749 Horizon Wind #102	8810 Horizon Wind #102
8658 Tom Noon #101	8750 Horizon Wind #102	8810 Horizon Wind #103
8660 Horizon Wind #102	8750 Horizon Wind #103	8818 Tom Noon #101
8665 Traveling Breeze #102	8755 Traveling Breeze #101	8820 Horizon Wind #102
8670 Horizon Wind #103	8758 Tom Noon #102	8824 Traveling Breeze #103
8674 Traveling Breeze #102	8759 Horizon Wind #102	8828 Tom Noon #101
8678 Tom Noon #103	8759 Horizon Wind #103	8828 Tom Noon #102
8679 Horizon Wind #102	8760 Horizon Wind #101	9440 Thunder Sky #102
8679 Tom Noon #102	8760 Horizon Wind #102	9440 Thunder Sky #103
8679 Tom Noon #103	8764 Traveling Breeze #102	9450 Thunder Sky #103
8680 Horizon Wind #103	8765 Traveling Breeze #101	9460 Thunder Sky #103
8694 Traveling Breeze #101	8768 Tom Noon #102	9470 Thunder Sky #102
8694 Traveling Breeze #102	8775 Traveling Breeze #103	9480 Thunder Sky #101
8695 Traveling Breeze #101	8780 Horizon Wind #102	9490 Thunder Sky #101
8698 Tom Noon #103	8785 Traveling Breeze #101	

Projected Defective: 85% (At 74 of 87 locations inspected for this condition)

Codes & Standards: The 2002 edition of the National Electrical Code states:

110-3. Examination, Identification, Installation, and Use of Equipment.**(a) Examination.**

In judging equipment, considerations such as the following shall be evaluated:

(1) Suitability for installation and use in conformity with the provisions of this Code.

(FPN): Suitability of equipment use may be identified by a description marked on or provided with a product to identify the suitability of the product for a specific purpose, environment, or application.

Suitability of equipment may be evidenced by listing or labeling.

(2) Mechanical strength and durability, including, for parts designed to enclosed and protect other equipment, the adequacy of the protection thus provided.**(8) Other factors which contribute to the practical safeguarding of persons using or likely to come in contact with the equipment.****110-3. Examination, Identification, Installation, and Use of Equipment.****(b) Installation and Use.**

Listed or labeled equipment shall be used or installed in accordance with any instructions included in the listing or labeling.

110-15. Electrical Connections.

Because of different characteristics of copper and aluminum, devices such as pressure terminal or pressure splicing connectors and soldering lugs shall be identified for the material of the conductor and shall be properly installed and used.

(FPN): Many terminations and equipment are marked with a tightening torque.

(a) Terminals.

Connection of conductors to terminal parts shall ensure a thoroughly good connection without damaging the conductors and shall be made by means of pressure connectors (including set-screw type), solder lugs, or splices to flexible leads

The Aluminum Manufacturer's Handbook clearly requires the installation to be:

Joint Compound. This is applied to the bare conductor after the insulation has been stripped away, and the conductor has been wire-brushed. A coating of joint compound will remain on the surface of the conductor preventing oxides from re-forming during the installation process.

110-11. Mechanical Execution of Work.

Electric equipment shall be installed in a neat and workmanlike manner.

(a) Unused Openings. Unused openings in boxes, raceways, auxiliary gutters, cabinets, equipment cases, or housings shall be effectively closed to afford protection substantially equivalent to the wall of the equipment.

110-22. Identification of Disconnection Means.

Each disconnecting means required by this Code for motors and appliances, and each service, feeder, or branch circuit at the point where it originates, shall be legibly marked to indicate its purpose unless located and arranged so the purpose is evident. The marking shall be of sufficient durability to withstand the environment involved.

210-5. Color Code for Branch Circuits.

(a) Grounded Conductor.

The grounded conductor of a branch circuit shall be identified by a continuous white or natural gray color. Where conductors of different systems are installed in the same raceway, box, auxiliary gutter, or other types of enclosures, one system grounded conductor, if required, shall have an outer covering of white or natural gray.

240-3. Protection of Conductors – Other than Flexible Cords and Fixture Wires.

“...Conductors, other than flexible cords and fixture wires, shall be protected against overcurrent in accordance with their ampacities as specified in Section 310-15, unless otherwise permitted in (a) through (m) below.

373-5. Conductors Entering Cabinets or Cutout Boxes.

Conductors entering cabinets or cutout boxes shall be protected from abrasion and shall comply with (a) through (c) below.

(a) Openings to be Closed. Openings through which conductors enter shall be adequately closed.

(c) Cables. Where cable is used, each cable shall be secured to the cabinet or cutout box.

410-18. Exposed Fixture Parts.

(a) With Exposed Conductive Parts.

The exposed conductive parts of lighting fixtures and equipment directly wired or attached to outlets supplied by a wiring method that provides an equipment ground shall be grounded.

Resultant Damage: The conditions create fire hazard, poor operation of equipment and damage to finishes and the work of others, i.e. fireproofing penetrations, drywall, stucco. This is a misuse / misapplication of products in violation of manufacturer's installation instructions and UL listings. Damage to the work of the drywall sub-contractor will be created to fix the defects. Property damages are the components of the wiring system.

Repair Recommendations: Inspect 100% of all wiring and equipment and correct to meet Code requirements.

- 4 **Defect:** The grounding electrode system is not effectively bonded together as required under the Code. The grounding electrode bonding jumper was not present, or not visibly located, at the hot and cold water piping connection at the hot water heater to assure the secondary path to ground as required by the Code. The standard method of reliance upon the metal water piping underground system for a grounding electrode has been augmented in the Code in Articles 250-80, wherein all interior metal piping systems are to be bonded to the electrical system.

Location: The hot and cold water lines and exposed sections of metal piping systems.

Units Inspected for Defect:

8618 Tom Noon #102	8695 Traveling Breeze #101	8775 Traveling Breeze #103
8637 Tom Noon #102	8698 Tom Noon #103	8779 Horizon Wind #103
8637 Tom Noon #103	8708 Tom Noon #103	8780 Horizon Wind #102
8638 Tom Noon #101	8717 Tom Noon #101	8785 Traveling Breeze #101
8639 Horizon Wind #102	8718 Tom Noon #101	8787 Tom Noon #103
8639 Horizon Wind #103	8718 Tom Noon #102	8788 Tom Noon #101
8640 Horizon Wind #103	8718 Tom Noon #103	8789 Horizon Wind #101
8644 Traveling Breeze #101	8725 Traveling Breeze #101	8789 Horizon Wind #102
8645 Traveling Breeze #103	8729 Horizon Wind #101	8789 Horizon Wind #103
8647 Tom Noon #102	8729 Horizon Wind #102	8799 Horizon Wind #101
8649 Horizon Wind #103	8729 Horizon Wind #103	8799 Horizon Wind #102
8650 Horizon Wind #101	8730 Horizon Wind #101	8800 Horizon Wind #101
8650 Horizon Wind #103	8730 Horizon Wind #103	8805 Traveling Breeze #101
8654 Traveling Breeze #102	8740 Horizon Wind #102	8805 Traveling Breeze #102
8658 Tom Noon #101	8740 Horizon Wind #103	8810 Horizon Wind #102
8660 Horizon Wind #102	8744 Traveling Breeze #103	8810 Horizon Wind #103
8665 Traveling Breeze #102	8749 Horizon Wind #101	8818 Tom Noon #101
8668 Tom Noon #102	8749 Horizon Wind #102	8820 Horizon Wind #102
8669 Horizon Wind #101	8750 Horizon Wind #101	8824 Traveling Breeze #103
8670 Horizon Wind #103	8750 Horizon Wind #102	8828 Tom Noon #101
8674 Traveling Breeze #102	8750 Horizon Wind #103	8828 Tom Noon #102
8678 Tom Noon #103	8755 Traveling Breeze #101	9440 Thunder Sky #101
8679 Horizon Wind #102	8758 Tom Noon #102	9440 Thunder Sky #102
8679 Tom Noon #102	8759 Horizon Wind #102	9440 Thunder Sky #103
8679 Tom Noon #103	8759 Horizon Wind #103	9450 Thunder Sky #103
8680 Horizon Wind #103	8760 Horizon Wind #101	9460 Thunder Sky #103
8689 Tom Noon #102	8760 Horizon Wind #102	9470 Thunder Sky #102
8694 Traveling Breeze #101	8765 Traveling Breeze #101	9480 Thunder Sky #101
8694 Traveling Breeze #102	8768 Tom Noon #102	9490 Thunder Sky #101

Units Investigated found to be Defective:

8618 Tom Noon #102	8695 Traveling Breeze #101	8775 Traveling Breeze #103
8637 Tom Noon #102	8698 Tom Noon #103	8779 Horizon Wind #103
8637 Tom Noon #103	8708 Tom Noon #103	8780 Horizon Wind #102
8638 Tom Noon #101	8717 Tom Noon #101	8785 Traveling Breeze #101
8639 Horizon Wind #102	8718 Tom Noon #101	8787 Tom Noon #103
8639 Horizon Wind #103	8718 Tom Noon #102	8788 Tom Noon #101
8640 Horizon Wind #103	8718 Tom Noon #103	8789 Horizon Wind #101
8644 Traveling Breeze #101	8725 Traveling Breeze #101	8789 Horizon Wind #102
8645 Traveling Breeze #103	8729 Horizon Wind #101	8789 Horizon Wind #103
8647 Tom Noon #102	8729 Horizon Wind #102	8799 Horizon Wind #101
8649 Horizon Wind #103	8729 Horizon Wind #103	8799 Horizon Wind #102
8650 Horizon Wind #101	8730 Horizon Wind #101	8800 Horizon Wind #101
8650 Horizon Wind #103	8730 Horizon Wind #103	8805 Traveling Breeze #101
8654 Traveling Breeze #102	8740 Horizon Wind #102	8805 Traveling Breeze #102
8658 Tom Noon #101	8740 Horizon Wind #103	8810 Horizon Wind #102
8660 Horizon Wind #102	8744 Traveling Breeze #103	8810 Horizon Wind #103
8665 Traveling Breeze #102	8749 Horizon Wind #101	8818 Tom Noon #101
8668 Tom Noon #102	8749 Horizon Wind #102	8820 Horizon Wind #102
8669 Horizon Wind #101	8750 Horizon Wind #101	8824 Traveling Breeze #103
8670 Horizon Wind #103	8750 Horizon Wind #102	8828 Tom Noon #101
8674 Traveling Breeze #102	8750 Horizon Wind #103	8828 Tom Noon #102
8678 Tom Noon #103	8755 Traveling Breeze #101	9440 Thunder Sky #101
8679 Horizon Wind #102	8758 Tom Noon #102	9440 Thunder Sky #102
8679 Tom Noon #102	8759 Horizon Wind #102	9440 Thunder Sky #103
8679 Tom Noon #103	8759 Horizon Wind #103	9450 Thunder Sky #103
8680 Horizon Wind #103	8760 Horizon Wind #101	9460 Thunder Sky #103
8689 Tom Noon #102	8760 Horizon Wind #102	9470 Thunder Sky #102
8694 Traveling Breeze #101	8765 Traveling Breeze #101	9480 Thunder Sky #101
8694 Traveling Breeze #102	8768 Tom Noon #102	9490 Thunder Sky #101

Projected Defective: 100% (*At 87 of 87 locations inspected for this condition*)

Codes & Standards: The 2002 edition of the National Electrical Code and the IAEI Soares Book on Grounding state:

250-104. Bonding of Piping Systems.**(a) Metal Water Piping.**

The interior metal water piping system shall be bonded as required in (1), (2), (3), or (4) of this section. The points of attachment of the bonding jumper shall be accessible.

(1) General.

The interior metal water piping system shall be bonded to the service equipment enclosure, the grounded conductor at the service, the grounding electrode conductor where of sufficient size, or to the one or more grounding electrodes used.

(Some judgment must be exercised in each case. Where it cannot reasonably be concluded the hot and cold water pipes are reliably interconnected, an electrical bonding jumper is required to ensure that this connection is made.) (Ed note-2002 NEC Handbook to the National Electrical Code, NFPA.)

The IAEI "Soares Book on Grounding"

states that Article 250-104 includes "the interior water piping system hot and cold".

The "IAEI Book on 1&2 Family Dwellings"

includes the main grounding electrode connection and a bonding jumper for the hot and cold water pipes at the water tank.

Resultant Damage: The lack of proper grounding connections can result in unreliable operation of electrical and electronic equipment, shock and injury as a **Life Safety issue**. Property damaged is the electrical system components improperly or not grounded and homeowners' electrical and electronic equipment.

Repair Recommendations: Inspect all homes and services and install proper grounding electrode connections and bonds.

- 5 **Defect:** The methods employed in the installation of the cables were surveyed. The cables were inadequately supported or not supported at all.

Location: Various locations throughout the units and common areas.

Units or Areas Inspected for Defect:

8618 Tom Noon #102	8695 Traveling Breeze #101	8779 Horizon Wind #103
8638 Tom Noon #101	8717 Tom Noon #101	8780 Horizon Wind #102
8639 Horizon Wind #102	8718 Tom Noon #101	8785 Traveling Breeze #101
8639 Horizon Wind #103	8718 Tom Noon #102	8787 Tom Noon #103
8645 Traveling Breeze #103	8729 Horizon Wind #101	8788 Tom Noon #101
8647 Tom Noon #102	8729 Horizon Wind #102	8789 Horizon Wind #102
8649 Horizon Wind #103	8729 Horizon Wind #103	8789 Horizon Wind #103
8650 Horizon Wind #101	8730 Horizon Wind #101	8800 Horizon Wind #101
8650 Horizon Wind #103	8730 Horizon Wind #103	8805 Traveling Breeze #102
8654 Traveling Breeze #102	8740 Horizon Wind #103	8810 Horizon Wind #102
8660 Horizon Wind #102	8749 Horizon Wind #101	8824 Traveling Breeze #103
8665 Traveling Breeze #102	8749 Horizon Wind #102	8828 Tom Noon #101
8668 Tom Noon #102	8750 Horizon Wind #101	8828 Tom Noon #102
8669 Horizon Wind #101	8750 Horizon Wind #103	9440 Thunder Sky #101
8670 Horizon Wind #103	8758 Tom Noon #102	9440 Thunder Sky #102
8674 Traveling Breeze #102	8759 Horizon Wind #102	9440 Thunder Sky #103
8679 Horizon Wind #102	8759 Horizon Wind #103	9450 Thunder Sky #103
8679 Tom Noon #102	8760 Horizon Wind #101	9460 Thunder Sky #103
8679 Tom Noon #103	8760 Horizon Wind #102	9470 Thunder Sky #102
8680 Horizon Wind #103	8764 Traveling Breeze #102	9480 Thunder Sky #101
8689 Tom Noon #102	8765 Traveling Breeze #101	9490 Thunder Sky #101
8694 Traveling Breeze #101	8768 Tom Noon #102	
8694 Traveling Breeze #102	8775 Traveling Breeze #103	

Units or Areas Investigated found to be Defective:

8647 Tom Noon #102	8750 Horizon Wind #101	8780 Horizon Wind #102
8668 Tom Noon #102	8758 Tom Noon #102	8785 Traveling Breeze #101
8679 Tom Noon #103	8759 Horizon Wind #102	8789 Horizon Wind #102
8689 Tom Noon #102	8760 Horizon Wind #101	9440 Thunder Sky #101
8730 Horizon Wind #103	8775 Traveling Breeze #103	

Projected Defective: 21% of the Units (*At 14 of 67 locations inspected for this condition*)

Codes & Standards: The 2002 edition of the National Electrical Code states:.

SE 338-4. Interior Installation Methods.

In addition to the provisions of this article, Type SE service-entrance cable used for interior wiring shall comply with the installation requirements of Part A and B of Article 336 and shall comply with the applicable provisions of Article 300.

Resultant Damage: The cables and wiring systems are subjected to undue stress at the connection points; Cable and wire insulating jackets can evidence such damage from this condition at the connectors and can result in short circuits, fire and explosions; Misuse / misapplication of products in violation of manufacturer's installation instructions and UL listings; This is a life safety issue. Property damages are the components improperly installed and the wiring therein.

Repair Recommendations: It will be necessary to adequately secure the cables to the building members as required by the Code.

- 6 **Defect:** The NM cables are well within the six foot radius of the attic opening, and do not closely follow the surface of the building finish or of running boards in violation of the Code Article 333-12 (a) (as referred to in Article 336-13 for NM Cables) and 336-6 (a). The risk of damage is enhanced by the limited storage space afforded the owners of the homes. The likelihood of the use of this attic access for storage exponentially increases the chance of damaged cables.

Location: At the attic access areas in the units.

Units Inspected for Defect:

8618 Tom Noon #102	8708 Tom Noon #103	8780 Horizon Wind #102
8637 Tom Noon #103	8717 Tom Noon #101	8785 Traveling Breeze #101
8638 Tom Noon #101	8718 Tom Noon #101	8787 Tom Noon #103
8639 Horizon Wind #102	8718 Tom Noon #102	8788 Tom Noon #101
8639 Horizon Wind #103	8718 Tom Noon #103	8789 Horizon Wind #101
8640 Horizon Wind #103	8725 Traveling Breeze #101	8789 Horizon Wind #103
8644 Traveling Breeze #101	8729 Horizon Wind #101	8799 Horizon Wind #101
8645 Traveling Breeze #103	8729 Horizon Wind #102	8799 Horizon Wind #102
8647 Tom Noon #102	8729 Horizon Wind #103	8800 Horizon Wind #101
8649 Horizon Wind #103	8730 Horizon Wind #101	8805 Traveling Breeze #101
8650 Horizon Wind #101	8730 Horizon Wind #103	8805 Traveling Breeze #102
8650 Horizon Wind #103	8740 Horizon Wind #103	8810 Horizon Wind #102
8654 Traveling Breeze #102	8744 Traveling Breeze #103	8810 Horizon Wind #103
8658 Tom Noon #101	8750 Horizon Wind #101	8824 Traveling Breeze #103
8660 Horizon Wind #102	8750 Horizon Wind #103	8828 Tom Noon #101
8665 Traveling Breeze #102	8755 Traveling Breeze #101	8828 Tom Noon #102
8668 Tom Noon #102	8758 Tom Noon #102	9440 Thunder Sky #101
8669 Horizon Wind #101	8759 Horizon Wind #102	9440 Thunder Sky #102
8670 Horizon Wind #103	8759 Horizon Wind #103	9440 Thunder Sky #103
8674 Traveling Breeze #102	8760 Horizon Wind #101	9450 Thunder Sky #103
8679 Horizon Wind #102	8760 Horizon Wind #102	9460 Thunder Sky #103
8679 Tom Noon #102	8764 Traveling Breeze #102	9470 Thunder Sky #102
8679 Tom Noon #103	8765 Traveling Breeze #101	9480 Thunder Sky #101
8680 Horizon Wind #103	8768 Tom Noon #102	9490 Thunder Sky #101
8689 Tom Noon #102	8775 Traveling Breeze #103	
8694 Traveling Breeze #101	8779 Horizon Wind #103	

Units Investigated found to be Defective:

8618 Tom Noon #102	8718 Tom Noon #101	8787 Tom Noon #103
8637 Tom Noon #103	8718 Tom Noon #103	8788 Tom Noon #101
8638 Tom Noon #101	8725 Traveling Breeze #101	8789 Horizon Wind #101
8639 Horizon Wind #102	8729 Horizon Wind #101	8789 Horizon Wind #103
8639 Horizon Wind #103	8729 Horizon Wind #102	8799 Horizon Wind #101
8640 Horizon Wind #103	8729 Horizon Wind #103	8799 Horizon Wind #102
8644 Traveling Breeze #101	8730 Horizon Wind #103	8800 Horizon Wind #101
8645 Traveling Breeze #103	8740 Horizon Wind #103	8805 Traveling Breeze #101
8647 Tom Noon #102	8744 Traveling Breeze #103	8805 Traveling Breeze #102
8649 Horizon Wind #103	8750 Horizon Wind #101	8810 Horizon Wind #102
8650 Horizon Wind #103	8750 Horizon Wind #103	8810 Horizon Wind #103
8654 Traveling Breeze #102	8755 Traveling Breeze #101	8824 Traveling Breeze #103
8658 Tom Noon #101	8758 Tom Noon #102	8828 Tom Noon #101
8660 Horizon Wind #102	8759 Horizon Wind #102	8828 Tom Noon #102
8665 Traveling Breeze #102	8759 Horizon Wind #103	9440 Thunder Sky #101
8670 Horizon Wind #103	8760 Horizon Wind #101	9440 Thunder Sky #102
8674 Traveling Breeze #102	8760 Horizon Wind #102	9440 Thunder Sky #103
8679 Horizon Wind #102	8764 Traveling Breeze #102	9450 Thunder Sky #103
8679 Tom Noon #102	8765 Traveling Breeze #101	9460 Thunder Sky #103
8679 Tom Noon #103	8775 Traveling Breeze #103	9470 Thunder Sky #102
8680 Horizon Wind #103	8779 Horizon Wind #103	9480 Thunder Sky #101
8689 Tom Noon #102	8780 Horizon Wind #102	9490 Thunder Sky #101
8717 Tom Noon #101	8785 Traveling Breeze #101	

Projected Defective: 90% (*At 76 of 84 locations inspected for this condition*)

Codes & Standards: The 2002 edition of the National Electrical Code states:

333-12. In Accessible Attics.

Type AC cables in accessible attics or roof spaces shall be installed as specified in (a) and (b) below.

(a) Where Run Across the Top of Floor Joists.

Where run across the top of floor joists, or within 7 feet (2.13 m) of floor or floor joists across the face of rafters or studding, in attics and roof spaces that are accessible, the cable shall be protected by substantial guard strips that are at least as high as the cable. Where this space is not accessible by permanent stairs or ladders, protection shall only be required within 6 feet (1.83 m) of the nearest edge of the scuttle hole or attic entrance.

336-6. Exposed Work – General.

In exposed work, except as provided in Sections 300-11(a), the cable shall be installed as specified in (a) and (b) below.

(a) To Follow Surface. The cable shall closely follow the surface of the building finish or of running boards.

(b) Protection From Physical Damage.

The cable shall be protected from physical damage where necessary by conduit...guard strips, or other means.

(d) In Accessible Attics.

The installation of cable in accessible attics or roof spaces shall also comply with Section 333-12

Resultant Damage: The cables and wiring systems are subjected to undue stress at the points where they are exposed to foot traffic and storage of goods by the owners. This is a misuse / misapplication of products in violation of manufacturer's installation instructions and UL listings. Damaged cables can cause fire. This is a Life Safety issue. Property damages are the cable systems requiring relocation.

Repair Recommendations: All cables within the six foot radius, or run open across joists, must be junctioned or protected with suitable guard strips their entire exposed length.

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- 7 **Defect:** At fire rated wall spaces or floor assemblies and in the attic access areas, the cables are running through the fire rated walls or framing members, in openings much greater than the conductor diameter. This allows for the passage of flame spread in case of fire.

Location: Various locations within units.

Units Inspected for Defect:

8618 Tom Noon #102	8694 Traveling Breeze #101	8788 Tom Noon #101
8638 Tom Noon #101	8694 Traveling Breeze #102	8789 Horizon Wind #102
8639 Horizon Wind #102	8729 Horizon Wind #101	8789 Horizon Wind #103
8645 Traveling Breeze #103	8730 Horizon Wind #103	8805 Traveling Breeze #102
8649 Horizon Wind #103	8740 Horizon Wind #103	8810 Horizon Wind #102
8650 Horizon Wind #101	8749 Horizon Wind #102	8824 Traveling Breeze #103
8650 Horizon Wind #103	8758 Tom Noon #102	8828 Tom Noon #101
8660 Horizon Wind #102	8759 Horizon Wind #103	9440 Thunder Sky #102
8665 Traveling Breeze #102	8760 Horizon Wind #101	9440 Thunder Sky #103
8670 Horizon Wind #103	8764 Traveling Breeze #102	9480 Thunder Sky #101
8674 Traveling Breeze #102	8775 Traveling Breeze #103	
8679 Tom Noon #103	8785 Traveling Breeze #101	

Units Investigated found to be Defective:

8618 Tom Noon #102	8679 Tom Noon #103	8785 Traveling Breeze #101
8638 Tom Noon #101	8694 Traveling Breeze #101	8788 Tom Noon #101
8639 Horizon Wind #102	8694 Traveling Breeze #102	8789 Horizon Wind #102
8645 Traveling Breeze #103	8730 Horizon Wind #103	8789 Horizon Wind #103
8649 Horizon Wind #103	8740 Horizon Wind #103	8805 Traveling Breeze #102
8650 Horizon Wind #101	8749 Horizon Wind #102	8810 Horizon Wind #102
8650 Horizon Wind #103	8758 Tom Noon #102	8824 Traveling Breeze #103
8660 Horizon Wind #102	8759 Horizon Wind #103	8828 Tom Noon #101
8665 Traveling Breeze #102	8760 Horizon Wind #101	9440 Thunder Sky #102
8670 Horizon Wind #103	8764 Traveling Breeze #102	9440 Thunder Sky #103
8674 Traveling Breeze #102	8775 Traveling Breeze #103	9480 Thunder Sky #101

Projected Defective: 97% (At 33 of 34 locations inspected for this condition)

Codes & Standards: The 2002 edition of the National Electrical Code states:

300-21. Spread of Fire or Products of Combustion.

Electrical installations in hollow spaces, vertical shafts, and ventilation or air-handling ducts shall be so made that the possible spread of fire or products of combustion will not be substantially increased. Openings around electrical penetrations through fire-resistant-rated walls, partitions, floors, or ceilings shall be fire stopped using approved methods to maintain the fire resistance rating.

Resultant Damage: Safety of the homeowners and occupants is negated. Rapid fire spread will occur. UBC requirements are not met. This is a misuse / misapplication of products in violation of manufacturer's installation instructions and UL listings. Damage to the work of the drywall sub-contractor will be required to fix the deficiency. Property damaged is the drywall areas requiring repair or replacement.

Repair Recommendations: Fill all openings with approved fire resistive compound at all rated areas.

- 8 **Defect:** The non-metallic cable assemblies are installed in bored holes through the building members, such as studs and *framing* plates, and are within the 1 1/4" restricted area specified by the Code without the use of the required steel protection plates.

Location: Various locations within units.

Units Inspected for Defect:

8618 Tom Noon #102	8679 Tom Noon #103	8789 Horizon Wind #102
8638 Tom Noon #101	8694 Traveling Breeze #102	8789 Horizon Wind #103
8639 Horizon Wind #102	8729 Horizon Wind #101	8810 Horizon Wind #102
8645 Traveling Breeze #103	8730 Horizon Wind #103	8824 Traveling Breeze #103
8649 Horizon Wind #103	8740 Horizon Wind #103	8828 Tom Noon #101
8650 Horizon Wind #101	8758 Tom Noon #102	9440 Thunder Sky #102
8650 Horizon Wind #103	8760 Horizon Wind #101	9440 Thunder Sky #103
8660 Horizon Wind #102	8764 Traveling Breeze #102	9480 Thunder Sky #101
8665 Traveling Breeze #102	8775 Traveling Breeze #103	
8670 Horizon Wind #103	8785 Traveling Breeze #101	

Units Investigated found to be Defective:

8618 Tom Noon #102	8764 Traveling Breeze #102	8789 Horizon Wind #103
8639 Horizon Wind #102	8775 Traveling Breeze #103	9440 Thunder Sky #102

Projected Defective: 24% of the bored holes and 21% of the units inspected for this condition.
(At 13 of 55 bored holes and 6 of 28 units inspected for this condition)

Codes & Standards: The 2002 edition of the National Electrical Code states:

300-4 Protection Against Physical Damage.

Where subject to physical damage, conductors shall be adequately protected.

(a) Cables and Raceways Through Wood Members.

(1) Bored Holes. In both exposed and concealed locations, where a cable or raceway-type wiring method is installed through bored holes in joists, rafters, or wood members, holes shall be bored so that the edge of the hole is not less than 1-1/4" inches (31-8 mm) from the nearest edge of the wood member. Where this distance cannot be maintained, the cable or raceway shall be protected from penetration by screws or nails by a steel plate or bushing, at least 1/16 inch (1.59 mm) thick, and of appropriate length and width installed to cover the area of the wiring.

Resultant Damage: The cables are easily penetrated by nails and screws. This is a misuse / misapplication of products in violation of manufacturer's installation instructions and UL listings. The re-nailing of drywall, installation of shelves or paneling, will create another opportunity to damage the wiring system. This is a **Life Safety** issue.

Repair Recommendations: Install AFCI Circuit Breakers on all circuits to protect occupants from fire and/or electrocution.

- 9 **Defect:** The boxes for wiring, devices and splices are required, under Article 370-20 and 370-21, to be flush to the finished surface.

Location: Various locations within the units.

Units Inspected for Defect:

8618 Tom Noon #102	8695 Traveling Breeze #101	8768 Tom Noon #102
8637 Tom Noon #102	8698 Tom Noon #103	8775 Traveling Breeze #103
8637 Tom Noon #103	8708 Tom Noon #103	8779 Horizon Wind #103
8638 Tom Noon #101	8717 Tom Noon #101	8780 Horizon Wind #102
8639 Horizon Wind #102	8718 Tom Noon #101	8785 Traveling Breeze #101
8639 Horizon Wind #103	8718 Tom Noon #102	8787 Tom Noon #103
8640 Horizon Wind #103	8718 Tom Noon #103	8788 Tom Noon #101
8644 Traveling Breeze #101	8725 Traveling Breeze #101	8789 Horizon Wind #101
8645 Traveling Breeze #103	8729 Horizon Wind #101	8789 Horizon Wind #102
8647 Tom Noon #102	8729 Horizon Wind #102	8789 Horizon Wind #103
8649 Horizon Wind #103	8729 Horizon Wind #103	8799 Horizon Wind #101
8650 Horizon Wind #101	8730 Horizon Wind #101	8799 Horizon Wind #102
8650 Horizon Wind #103	8730 Horizon Wind #103	8800 Horizon Wind #101
8654 Traveling Breeze #102	8740 Horizon Wind #102	8805 Traveling Breeze #101
8658 Tom Noon #101	8740 Horizon Wind #103	8805 Traveling Breeze #102
8660 Horizon Wind #102	8744 Traveling Breeze #103	8810 Horizon Wind #102
8665 Traveling Breeze #102	8749 Horizon Wind #101	8810 Horizon Wind #103
8668 Tom Noon #102	8749 Horizon Wind #102	8818 Tom Noon #101
8669 Horizon Wind #101	8750 Horizon Wind #101	8820 Horizon Wind #102
8670 Horizon Wind #103	8750 Horizon Wind #102	8824 Traveling Breeze #103
8674 Traveling Breeze #102	8750 Horizon Wind #103	8828 Tom Noon #101
8678 Tom Noon #103	8755 Traveling Breeze #101	8828 Tom Noon #102
8679 Horizon Wind #102	8758 Tom Noon #102	9440 Thunder Sky #101
8679 Tom Noon #102	8759 Horizon Wind #102	9440 Thunder Sky #102
8679 Tom Noon #103	8759 Horizon Wind #103	9440 Thunder Sky #103
8680 Horizon Wind #103	8760 Horizon Wind #101	9450 Thunder Sky #103
8689 Tom Noon #102	8760 Horizon Wind #102	9460 Thunder Sky #103
8694 Traveling Breeze #101	8764 Traveling Breeze #102	9480 Thunder Sky #101
8694 Traveling Breeze #102	8765 Traveling Breeze #101	9490 Thunder Sky #101

Units Investigated found to be Defective:

8618 Tom Noon #102	8680 Horizon Wind #103	8755 Traveling Breeze #101
8637 Tom Noon #102	8689 Tom Noon #102	8758 Tom Noon #102
8637 Tom Noon #103	8694 Traveling Breeze #101	8759 Horizon Wind #102
8638 Tom Noon #101	8694 Traveling Breeze #102	8759 Horizon Wind #103
8639 Horizon Wind #102	8695 Traveling Breeze #101	8760 Horizon Wind #101
8639 Horizon Wind #103	8698 Tom Noon #103	8760 Horizon Wind #102
8640 Horizon Wind #103	8708 Tom Noon #103	8764 Traveling Breeze #102
8644 Traveling Breeze #101	8717 Tom Noon #101	8765 Traveling Breeze #101
8645 Traveling Breeze #103	8718 Tom Noon #101	8768 Tom Noon #102
8647 Tom Noon #102	8718 Tom Noon #102	8775 Traveling Breeze #103
8649 Horizon Wind #103	8718 Tom Noon #103	8779 Horizon Wind #103
8650 Horizon Wind #101	8725 Traveling Breeze #101	8780 Horizon Wind #102
8650 Horizon Wind #103	8729 Horizon Wind #101	8785 Traveling Breeze #101
8654 Traveling Breeze #102	8729 Horizon Wind #102	8787 Tom Noon #103
8658 Tom Noon #101	8729 Horizon Wind #103	8788 Tom Noon #101
8660 Horizon Wind #102	8730 Horizon Wind #101	8789 Horizon Wind #101
8665 Traveling Breeze #102	8730 Horizon Wind #103	8789 Horizon Wind #102
8668 Tom Noon #102	8740 Horizon Wind #102	8789 Horizon Wind #103
8669 Horizon Wind #101	8740 Horizon Wind #103	8799 Horizon Wind #101
8670 Horizon Wind #103	8744 Traveling Breeze #103	8799 Horizon Wind #102
8674 Traveling Breeze #102	8749 Horizon Wind #101	8800 Horizon Wind #101
8678 Tom Noon #103	8749 Horizon Wind #102	8805 Traveling Breeze #101
8679 Horizon Wind #102	8750 Horizon Wind #101	8805 Traveling Breeze #102
8679 Tom Noon #102	8750 Horizon Wind #102	8810 Horizon Wind #102
8679 Tom Noon #103	8750 Horizon Wind #103	8810 Horizon Wind #103

8818 Tom Noon #101
8820 Horizon Wind #102
8824 Traveling Breeze #103
8828 Tom Noon #102

9440 Thunder Sky #101
9440 Thunder Sky #102
9440 Thunder Sky #103
9450 Thunder Sky#103

9460 Thunder Sky #103
9480 Thunder Sky #101
9490 Thunder Sky #101

Projected Defective: 48% (*At 387 of 808 locations inspected for this condition*)

Codes & Standards: The 2002 edition of the National Electrical Code states:

370-20 In Wall or Ceiling.

In walls or ceilings of concrete, tile, or other noncombustible material, boxes and fittings shall be so installed that the front edge of the box or fitting will not set back of the finished surface more than 1/4 inch (6.35 mm). In walls and ceilings constructed of wood or other combustible material, outlet boxes and fittings shall be flush with the finished surface of project therefrom.

370-21. Repairing Plaster and Drywall or Plasterboard.

Plaster, drywall or plasterboard surfaces that are broken or incomplete shall be repaired so there will be no gaps or open spaces greater than 1/8 inch (3.18 mm) at the edge of the box or fitting.

Resultant Damage: The setback increases the fire spread to the adjacent wood building members. The work of the drywaller has been damaged. This is a Life Safety issue. This is a misuse / misapplication of products in violation of manufacturer's installation instructions and UL listings. Damage to the work of the drywall sub-contractor will be required to fix the deficiency. Property damaged is the drywall surrounding the box.

Repair Recommendations: Install box extension to correct setback., and seal gaps at edges.

- 10 **Defect:** The outlet for the dishwasher and disposal cords has been placed in an area where it is now blocked by the finish installation of the cabinets and plumbing.

Location: Kitchens.

Units Inspected for Defect:

8618 Tom Noon #102	8695 Traveling Breeze #101	8775 Traveling Breeze #103
8637 Tom Noon #102	8698 Tom Noon #103	8779 Horizon Wind #103
8637 Tom Noon #103	8708 Tom Noon #103	8780 Horizon Wind #102
8638 Tom Noon #101	8717 Tom Noon #101	8785 Traveling Breeze #101
8639 Horizon Wind #102	8718 Tom Noon #101	8787 Tom Noon #103
8639 Horizon Wind #103	8718 Tom Noon #102	8788 Tom Noon #101
8640 Horizon Wind #103	8718 Tom Noon #103	8789 Horizon Wind #101
8644 Traveling Breeze #101	8725 Traveling Breeze #101	8789 Horizon Wind #102
8645 Traveling Breeze #103	8729 Horizon Wind #101	8789 Horizon Wind #103
8647 Tom Noon #102	8729 Horizon Wind #102	8799 Horizon Wind #101
8649 Horizon Wind #103	8729 Horizon Wind #103	8799 Horizon Wind #102
8650 Horizon Wind #101	8730 Horizon Wind #101	8800 Horizon Wind #101
8650 Horizon Wind #103	8730 Horizon Wind #103	8805 Traveling Breeze #101
8654 Traveling Breeze #102	8740 Horizon Wind #102	8805 Traveling Breeze #102
8658 Tom Noon #101	8740 Horizon Wind #103	8810 Horizon Wind #102
8660 Horizon Wind #102	8744 Traveling Breeze #103	8810 Horizon Wind #103
8665 Traveling Breeze #102	8749 Horizon Wind #101	8818 Tom Noon #101
8668 Tom Noon #102	8749 Horizon Wind #102	8820 Horizon Wind #102
8669 Horizon Wind #101	8750 Horizon Wind #101	8824 Traveling Breeze #103
8670 Horizon Wind #103	8750 Horizon Wind #102	8828 Tom Noon #101
8674 Traveling Breeze #102	8750 Horizon Wind #103	8828 Tom Noon #102
8678 Tom Noon #103	8758 Tom Noon #102	9440 Thunder Sky #101
8679 Horizon Wind #102	8759 Horizon Wind #102	9440 Thunder Sky #102
8679 Tom Noon #102	8759 Horizon Wind #103	9440 Thunder Sky #103
8679 Tom Noon #103	8760 Horizon Wind #101	9450 Thunder Sky #103
8680 Horizon Wind #103	8760 Horizon Wind #102	9460 Thunder Sky #103
8689 Tom Noon #102	8764 Traveling Breeze #102	9470 Thunder Sky #102
8694 Traveling Breeze #101	8765 Traveling Breeze #101	9480 Thunder Sky #101
8694 Traveling Breeze #102	8768 Tom Noon #102	9490 Thunder Sky #101

Units Investigated found to be Defective:

8638 Tom Noon #101	8698 Tom Noon #103	8775 Traveling Breeze #103
8639 Horizon Wind #102	8718 Tom Noon #101	8780 Horizon Wind #102
8639 Horizon Wind #103	8729 Horizon Wind #102	8787 Tom Noon #103
8640 Horizon Wind #103	8729 Horizon Wind #103	8788 Tom Noon #101
8645 Traveling Breeze #103	8730 Horizon Wind #103	8800 Horizon Wind #101
8650 Horizon Wind #101	8744 Traveling Breeze #103	8810 Horizon Wind #102
8650 Horizon Wind #103	8749 Horizon Wind #101	8818 Tom Noon #101
8654 Traveling Breeze #102	8749 Horizon Wind #102	8820 Horizon Wind #102
8660 Horizon Wind #102	8750 Horizon Wind #103	8824 Traveling Breeze #103
8665 Traveling Breeze #102	8758 Tom Noon #102	8828 Tom Noon #101
8674 Traveling Breeze #102	8759 Horizon Wind #103	9440 Thunder Sky #103
8679 Tom Noon #102	8760 Horizon Wind #101	9470 Thunder Sky #102
8694 Traveling Breeze #101	8760 Horizon Wind #102	9480 Thunder Sky #101
8695 Traveling Breeze #101	8765 Traveling Breeze #101	

Projected Defective: 47% (At 41 of 87 locations inspected for this condition)

Codes & Standards: The 2002 edition of the National Electrical Code states:

422-16. Flexible Cords.

(b) Specific Appliances.

(1c) (2c) Receptacles shall be located to avoid physical damage to the flexible cord.

(1d) (2e) The receptacle shall be accessible..."

Resultant Damage: Safe operation and service of equipment is impaired. **Life Safety issue** for owners and service technicians. Damage to the work of the drywall sub-contractor will be required to fix the deficiency. Property damage to the drywall to be removed and repaired to install circuit and outlet.

Repair Recommendations: The outlets will need to be relocated to an area where service and maintenance can be safely performed.

- 11 **Defect:** The required outlet along the floor line is not present at the wall spaces. The NEC is very clear as to the required outlets and spacing requirements.

Location: In the Laundry Room of Unit Types 2: Qty needed 1 and at the base of the stairs and the laundry room in unit types 3: Qty needed 2.

Units Inspected for Defect:

8618 Tom Noon #102	8695 Traveling Breeze #101	8775 Traveling Breeze #103
8637 Tom Noon #102	8698 Tom Noon #103	8779 Horizon Wind #103
8637 Tom Noon #103	8708 Tom Noon #103	8780 Horizon Wind #102
8638 Tom Noon #101	8717 Tom Noon #101	8785 Traveling Breeze #101
8639 Horizon Wind #102	8718 Tom Noon #101	8787 Tom Noon #103
8639 Horizon Wind #103	8718 Tom Noon #102	8788 Tom Noon #101
8640 Horizon Wind #103	8718 Tom Noon #103	8789 Horizon Wind #101
8644 Traveling Breeze #101	8725 Traveling Breeze #101	8789 Horizon Wind #102
8645 Traveling Breeze #103	8729 Horizon Wind #101	8789 Horizon Wind #103
8647 Tom Noon #102	8729 Horizon Wind #102	8799 Horizon Wind #101
8649 Horizon Wind #103	8729 Horizon Wind #103	8799 Horizon Wind #102
8650 Horizon Wind #101	8730 Horizon Wind #101	8800 Horizon Wind #101
8650 Horizon Wind #103	8730 Horizon Wind #103	8805 Traveling Breeze #102
8654 Traveling Breeze #102	8740 Horizon Wind #102	8810 Horizon Wind #102
8658 Tom Noon #101	8740 Horizon Wind #103	8810 Horizon Wind #103
8660 Horizon Wind #102	8744 Traveling Breeze #103	8818 Tom Noon #101
8665 Traveling Breeze #102	8749 Horizon Wind #101	8820 Horizon Wind #102
8668 Tom Noon #102	8749 Horizon Wind #102	8824 Traveling Breeze #103
8669 Horizon Wind #101	8750 Horizon Wind #101	8828 Tom Noon #101
8670 Horizon Wind #103	8750 Horizon Wind #102	8828 Tom Noon #102
8674 Traveling Breeze #102	8750 Horizon Wind #103	9440 Thunder Sky #101
8678 Tom Noon #103	8755 Traveling Breeze #101	9440 Thunder Sky #102
8679 Horizon Wind #102	8758 Tom Noon #102	9440 Thunder Sky #103
8679 Tom Noon #102	8759 Horizon Wind #102	9450 Thunder Sky #103
8679 Tom Noon #103	8759 Horizon Wind #103	9460 Thunder Sky #103
8680 Horizon Wind #103	8760 Horizon Wind #101	9470 Thunder Sky #102
8689 Tom Noon #102	8760 Horizon Wind #102	9480 Thunder Sky #101
8694 Traveling Breeze #101	8764 Traveling Breeze #102	9490 Thunder Sky #101
8694 Traveling Breeze #102	8765 Traveling Breeze #101	

Units Investigated found to be Defective:

8618 Tom Noon #102	8694 Traveling Breeze #102	8764 Traveling Breeze #102
8637 Tom Noon #102	8698 Tom Noon #103	8775 Traveling Breeze #103
8637 Tom Noon #103	8708 Tom Noon #103	8780 Horizon Wind #102
8639 Horizon Wind #102	8717 Tom Noon #101	8785 Traveling Breeze #101
8639 Horizon Wind #103	8718 Tom Noon #102	8787 Tom Noon #103
8640 Horizon Wind #103	8718 Tom Noon #103	8789 Horizon Wind #101
8645 Traveling Breeze #103	8725 Traveling Breeze #101	8789 Horizon Wind #103
8649 Horizon Wind #103	8729 Horizon Wind #102	8799 Horizon Wind #101
8650 Horizon Wind #103	8729 Horizon Wind #103	8799 Horizon Wind #102
8654 Traveling Breeze #102	8730 Horizon Wind #101	8805 Traveling Breeze #102
8660 Horizon Wind #102	8730 Horizon Wind #103	8810 Horizon Wind #102
8665 Traveling Breeze #102	8740 Horizon Wind #103	8810 Horizon Wind #103
8669 Horizon Wind #101	8744 Traveling Breeze #103	8820 Horizon Wind #102
8670 Horizon Wind #103	8749 Horizon Wind #102	8824 Traveling Breeze #103
8674 Traveling Breeze #102	8750 Horizon Wind #101	8828 Tom Noon #102
8678 Tom Noon #103	8750 Horizon Wind #102	9440 Thunder Sky #101
8679 Horizon Wind #102	8750 Horizon Wind #103	9440 Thunder Sky #102
8679 Tom Noon #102	8758 Tom Noon #102	9440 Thunder Sky #103
8679 Tom Noon #103	8759 Horizon Wind #103	9470 Thunder Sky #102
8680 Horizon Wind #103	8760 Horizon Wind #102	

Projected Defective: 73% (At 79 of 108 locations inspected for this condition)

Codes & Standards: The 2002 edition of the National Electrical Code states:

210-52 Dwelling Unit Receptacle Outlets.

(a) General Provisions.

In every kitchen, family room, dining room, living room, parlor, library, den, sun room, bedroom, recreation room, or similar room or area of dwelling units, receptacle outlets shall be installed in accordance with the general provisions specified in (1) through (3).

(1) Spacing. Receptacles shall be installed so that no point along the floor line in any wall space is more than 6 feet (1.83 m), measured horizontally, from an outlet in that space. Receptacle outlets shall, insofar as practicable, be spaced equal distances apart.

(2) Wall Space. As used in this section, a wall space shall include the following:

(a) Any space 2 feet (610 mm) or more in width (including space measured around corners) and unbroken along the floor line by doorways, fireplaces, and similar openings, and

(b) The wall space occupied by fixed panels in exterior walls, excluding sliding panels.

(c) The space afforded by fixed room dividers, such as freestanding bar-type counters or railings.

Resultant Damage: The owners may be using extension cords to supply power to these locations. These cords are a light duty type not rated for the loads which would be supplied by the proper outlet installation; fire can result. This is a Life Safety issue. This is a misuse / misapplication of products in violation of manufacturer's installation instructions and UL listings. Damage to the work of the drywall sub-contractor will be required to fix the deficiency. Property damaged is the drywall required to be removed to install new outlet.

Repair Recommendations: Install the required outlet in the wall space.

- 12 **Defect:** The exterior outlet covers are not installed according to the manufacturer's specifications, UL listings and the Code.

Location: On the exterior outlets.

Units or Area Inspected for Defect:

8618 Tom Noon #102	8698 Tom Noon #103	8779 Horizon Wind #103
8637 Tom Noon #102	8708 Tom Noon #103	8780 Horizon Wind #102
8637 Tom Noon #103	8717 Tom Noon #101	8785 Traveling Breeze #101
8638 Tom Noon #101	8718 Tom Noon #101	8787 Tom Noon #103
8639 Horizon Wind #102	8718 Tom Noon #102	8788 Tom Noon #101
8639 Horizon Wind #103	8718 Tom Noon #103	8789 Horizon Wind #101
8640 Horizon Wind #103	8729 Horizon Wind #101	8789 Horizon Wind #102
8644 Traveling Breeze #101	8729 Horizon Wind #102	8789 Horizon Wind #103
8645 Traveling Breeze #103	8729 Horizon Wind #103	8799 Horizon Wind #101
8647 Tom Noon #102	8730 Horizon Wind #101	8799 Horizon Wind #102
8649 Horizon Wind #103	8730 Horizon Wind #103	8800 Horizon Wind #101
8650 Horizon Wind #101	8740 Horizon Wind #102	8805 Traveling Breeze #101
8650 Horizon Wind #103	8740 Horizon Wind #103	8805 Traveling Breeze #102
8654 Traveling Breeze #102	8744 Traveling Breeze #103	8810 Horizon Wind #102
8660 Horizon Wind #102	8749 Horizon Wind #101	8810 Horizon Wind #103
8665 Traveling Breeze #102	8749 Horizon Wind #102	8818 Tom Noon #101
8668 Tom Noon #102	8750 Horizon Wind #101	8820 Horizon Wind #102
8669 Horizon Wind #101	8750 Horizon Wind #102	8824 Traveling Breeze #103
8670 Horizon Wind #103	8750 Horizon Wind #103	8828 Tom Noon #101
8674 Traveling Breeze #102	8755 Traveling Breeze #101	8828 Tom Noon #102
8678 Tom Noon #103	8758 Tom Noon #102	9440 Thunder Sky #101
8679 Horizon Wind #102	8759 Horizon Wind #102	9440 Thunder Sky #102
8679 Tom Noon #102	8759 Horizon Wind #103	9440 Thunder Sky #103
8679 Tom Noon #103	8760 Horizon Wind #101	9450 Thunder Sky #103
8680 Horizon Wind #103	8760 Horizon Wind #102	9460 Thunder Sky #103
8689 Tom Noon #102	8764 Traveling Breeze #102	9470 Thunder Sky #102
8694 Traveling Breeze #101	8765 Traveling Breeze #101	9480 Thunder Sky #101
8694 Traveling Breeze #102	8768 Tom Noon #102	9490 Thunder Sky #101
8695 Traveling Breeze #101	8775 Traveling Breeze #103	

Units or Area Investigated found to be Defective:

8647 Tom Noon #102	8730 Horizon Wind #101	8789 Horizon Wind #102
8668 Tom Noon #102	8755 Traveling Breeze #101	9450 Thunder Sky #103
8669 Horizon Wind #101	8768 Tom Noon #102	9460 Thunder Sky #103

Projected Defective: 10% (At 9 of 87 locations inspected for this condition)

Codes & Standards: The 2002 edition of the National Electrical Code and UL listings state:

110-3. Examination, Identification, Installation, and Use of Equipment.

(b) Installation and Use.

Listed or labeled equipment shall be used or installed in accordance with any instructions included in the listing or labeling.

410-57. Receptacles in Damp or Wet Locations.

(a) Damp Locations.

A receptacle installed outdoors in a location protected from the weather or in other damp locations shall have an enclosure for the receptacle that is weatherproof when the receptacle is covered (attachment plug cap not inserted and receptacle covers closed).

An installation suitable for wet locations shall also be considered suitable for damp locations.

A receptacle shall be considered to be in a location protected from the weather where located under roofed open porches, canopies, marquees, and the like, and will not be subjected to a beating rain or water run-off.

(b) Wet Locations.

A receptacle installed in a wet location shall be in a waterproof enclosure, **the integrity of which is not affected when the attachment cap is inserted.**

EXCEPTION: An enclosure that is weatherproof only when a self-closing receptacle cover is closed shall be permitted to be used for a receptacle installed outdoors where the receptacle is provided for use with portable tools or other portable equipment normally connected to the outlet only when attended.

UL 514. Wet Locations Covers.

Wet locations covers are covered under UL 514A or UL 514C depending on the material of construction. There are two ratings for the wet locations – Wet Locations or Wet Locations with cover closed. For the flip lid type of cover, if any water drips on top of a plug inserted into a receptacle, the cover cannot be marked Wet Locations only. Wet Locations, cover closed. **When we perform the test, we mount the cover as described in the manufacturer's installation instructions.**

Resultant Damage: Water intrusion into the outlet and box causes failure of the GFCI circuit and water entry into the building stucco, paper and building members, which in turn leads to mold and mildew, causing damage to the work of others. This is a misuse / misapplications of products in violation of the manufacturer's installation instructions and UL listings. Property damaged is the outlet exposed to water intrusion and related wiring and the outlet, as well as the stucco, building paper, insulation, drywall & lumber.

Repair Recommendations: Install proper type cover or relocate outlet 90° from present location.

HNAR00010274

- 13 **Defect:** The exterior fixtures located on exposed walls are not properly sealed from the entry of water.

Location: The exterior of the buildings.

Units or Area Inspected for Defect:

8618 Tom Noon #102	8695 Traveling Breeze #101	8775 Traveling Breeze #103
8637 Tom Noon #103	8708 Tom Noon #103	8779 Horizon Wind #103
8638 Tom Noon #101	8717 Tom Noon #101	8780 Horizon Wind #102
8639 Horizon Wind #102	8718 Tom Noon #101	8785 Traveling Breeze #101
8639 Horizon Wind #103	8718 Tom Noon #102	8787 Tom Noon #103
8640 Horizon Wind #103	8718 Tom Noon #103	8788 Tom Noon #101
8644 Traveling Breeze #101	8725 Traveling Breeze #101	8789 Horizon Wind #101
8645 Traveling Breeze #103	8729 Horizon Wind #101	8789 Horizon Wind #102
8647 Tom Noon #102	8729 Horizon Wind #102	8789 Horizon Wind #103
8649 Horizon Wind #103	8729 Horizon Wind #103	8799 Horizon Wind #101
8650 Horizon Wind #101	8730 Horizon Wind #101	8799 Horizon Wind #102
8650 Horizon Wind #103	8730 Horizon Wind #103	8800 Horizon Wind #101
8654 Traveling Breeze #102	8740 Horizon Wind #103	8805 Traveling Breeze #101
8658 Tom Noon #101	8744 Traveling Breeze #103	8805 Traveling Breeze #102
8660 Horizon Wind #102	8749 Horizon Wind #101	8810 Horizon Wind #102
8665 Traveling Breeze #102	8749 Horizon Wind #102	8810 Horizon Wind #103
8668 Tom Noon #102	8750 Horizon Wind #101	8824 Traveling Breeze #103
8669 Horizon Wind #101	8750 Horizon Wind #103	8828 Tom Noon #101
8670 Horizon Wind #103	8755 Traveling Breeze #101	8828 Tom Noon #102
8674 Traveling Breeze #102	8758 Tom Noon #102	9440 Thunder Sky #101
8679 Horizon Wind #102	8759 Horizon Wind #102	9440 Thunder Sky #102
8679 Tom Noon #102	8759 Horizon Wind #103	9440 Thunder Sky #103
8679 Tom Noon #103	8760 Horizon Wind #101	9450 Thunder Sky #103
8680 Horizon Wind #103	8760 Horizon Wind #102	9460 Thunder Sky #103
8689 Tom Noon #102	8764 Traveling Breeze #102	9470 Thunder Sky #102
8694 Traveling Breeze #101	8765 Traveling Breeze #101	9480 Thunder Sky #101
8694 Traveling Breeze #102	8768 Tom Noon #102	9490 Thunder Sky #101

Units or Area Investigated found to be Defective:

8618 Tom Noon #102	8694 Traveling Breeze #101	8765 Traveling Breeze #101
8637 Tom Noon #103	8694 Traveling Breeze #102	8775 Traveling Breeze #103
8638 Tom Noon #101	8695 Traveling Breeze #101	8780 Horizon Wind #102
8639 Horizon Wind #102	8708 Tom Noon #103	8787 Tom Noon #103
8639 Horizon Wind #103	8718 Tom Noon #101	8788 Tom Noon #101
8640 Horizon Wind #103	8718 Tom Noon #103	8789 Horizon Wind #101
8644 Traveling Breeze #101	8725 Traveling Breeze #101	8789 Horizon Wind #103
8645 Traveling Breeze #103	8729 Horizon Wind #101	8799 Horizon Wind #101
8649 Horizon Wind #103	8729 Horizon Wind #102	8799 Horizon Wind #102
8650 Horizon Wind #101	8729 Horizon Wind #103	8800 Horizon Wind #101
8650 Horizon Wind #103	8730 Horizon Wind #103	8805 Traveling Breeze #101
8654 Traveling Breeze #102	8740 Horizon Wind #103	8810 Horizon Wind #102
8658 Tom Noon #101	8744 Traveling Breeze #103	8810 Horizon Wind #103
8660 Horizon Wind #102	8749 Horizon Wind #101	8824 Traveling Breeze #103
8665 Traveling Breeze #102	8749 Horizon Wind #102	8828 Tom Noon #101
8670 Horizon Wind #103	8750 Horizon Wind #103	9440 Thunder Sky #102
8679 Horizon Wind #102	8758 Tom Noon #102	9440 Thunder Sky #103
8679 Tom Noon #102	8759 Horizon Wind #103	9470 Thunder Sky #102
8679 Tom Noon #103	8760 Horizon Wind #101	9480 Thunder Sky #101
8680 Horizon Wind #103	8760 Horizon Wind #102	9490 Thunder Sky #101

Projected Defective: 77% (At 100 of 130 locations inspected for this condition)

Codes & Standards: The 2002 edition of the National Electrical Code and UL listings state:

410-4. Fixtures in Specific Locations.

(a) Wet and Damp Locations.

Fixtures installed in wet or damp locations shall be so installed that water cannot enter or accumulate in wiring compartments, lampholders, or other electrical parts. All fixtures installed in wet locations shall be marked, "Suitable for Wet Locations."

370-15(a). Damp or Wet Locations.

In damp or wet locations, boxes, conduit bodies, and fittings shall be so placed or equipped as to prevent moisture from entering or accumulating within the box, conduit body, or fitting. Boxes, conduit bodies, and fittings installed in wet locations shall be listed for use in wet locations.

Resultant Damage: Water intrusion into the fixture and box causes failure of the fixture and connections and water entry into the building stucco, paper and building members causes damage to the work of others. Mold and mildew damage. This is a misuse / misapplication of products in violation of manufacturer's installation instructions and UL listings. Property damaged is the stucco, building paper, insulation, drywall & lumber.

Repair Recommendations: Seal all outside fixtures exposed to weather.

- 13 **Defect:** The recessed lighting fixtures contain paint overspray.

Location: Various locations within the units.

Units Inspected for Defect:

8618 Tom Noon #102	8708 Tom Noon #103	8787 Tom Noon #103
8637 Tom Noon #103	8718 Tom Noon #101	8788 Tom Noon #101
8638 Tom Noon #101	8718 Tom Noon #103	8789 Horizon Wind #101
8639 Horizon Wind #102	8725 Traveling Breeze #101	8789 Horizon Wind #103
8640 Horizon Wind #103	8729 Horizon Wind #101	8800 Horizon Wind #101
8645 Traveling Breeze #103	8729 Horizon Wind #102	8805 Traveling Breeze #101
8649 Horizon Wind #103	8729 Horizon Wind #103	8805 Traveling Breeze #102
8650 Horizon Wind #101	8730 Horizon Wind #103	8810 Horizon Wind #102
8650 Horizon Wind #103	8744 Traveling Breeze #103	8824 Traveling Breeze #103
8658 Tom Noon #101	8749 Horizon Wind #102	8828 Tom Noon #101
8660 Horizon Wind #102	8750 Horizon Wind #103	8828 Tom Noon #102
8665 Traveling Breeze #102	8755 Traveling Breeze #101	9440 Thunder Sky #102
8670 Horizon Wind #103	8758 Tom Noon #102	9440 Thunder Sky #103
8674 Traveling Breeze #102	8759 Horizon Wind #103	9470 Thunder Sky #102
8679 Horizon Wind #102	8760 Horizon Wind #101	9480 Thunder Sky #101
8679 Tom Noon #103	8760 Horizon Wind #102	9490 Thunder Sky #101
8680 Horizon Wind #103	8775 Traveling Breeze #103	
8694 Traveling Breeze #102	8780 Horizon Wind #102	

Units Investigated found to be Defective:

8637 Tom Noon #103	8679 Tom Noon #103	8758 Tom Noon #102
8640 Horizon Wind #103	8694 Traveling Breeze #102	8775 Traveling Breeze #103
8645 Traveling Breeze #103	8708 Tom Noon #103	8780 Horizon Wind #102
8649 Horizon Wind #103	8718 Tom Noon #103	8787 Tom Noon #103
8650 Horizon Wind #103	8725 Traveling Breeze #101	8789 Horizon Wind #101
8658 Tom Noon #101	8730 Horizon Wind #103	8805 Traveling Breeze #101
8670 Horizon Wind #103	8744 Traveling Breeze #103	9440 Thunder Sky #102
8679 Horizon Wind #102	8755 Traveling Breeze #101	

Projected Defective: 18% (At 31 of 174 locations inspected for this condition)

Codes & Standards: The 2002 edition of the National Electrical Code states:

110-11. Deteriorating Agents.

"...equipment located...where exposed to.....fumes, vapors, liquids, or other agents having a deteriorating effect on the ...equipment.."

110-12. Mechanical Execution of Work.

Electric equipment shall be installed in a neat and workmanlike manner.

(c) Integrity of Electrical Equipment and Connections.

Internal parts of electrical equipment, including busbars, wiring terminals, insulators, and other surfaces shall not be damaged or contaminated by foreign materials **such as paint, plaster**, cleaners, abrasives, or corrosive residues. There shall be no damaged parts that may adversely affect safe operation or mechanical strength of the equipment such as parts that are broken; bent; cut; deteriorated by corrosion; chemical action; or overheating; or contaminated by foreign materials such as paint, plaster, cleaner or abrasives.

Resultant Damage: The operation of the fixture is impaired by poor connections at the lamp base. Fire and poor operation of the fixture equipment is the result. The lamp wattage and safety information label is obliterated. Over-lamping and overheating can result. This is also a **Life Safety issue**. . This is a misuse / misapplication of products in violation of manufacturer's installation instructions and UL listings. Property damage to the fixture components damaged by overspray.

Repair Recommendations: Replace the socket assembly for overspray. Install new warning labels.

- 14 **Defect:** The class 2 thermostat wires are a type PJ2, a non rated wire for exposed use.

Location: Air conditioning disconnects and at the air conditioning unit.

Units Inspected for Defect:

8618 Tom Noon #102	8695 Traveling Breeze #101	8775 Traveling Breeze #103
8637 Tom Noon #102	8698 Tom Noon #103	8779 Horizon Wind #103
8637 Tom Noon #103	8717 Tom Noon #101	8780 Horizon Wind #102
8638 Tom Noon #101	8718 Tom Noon #101	8785 Traveling Breeze #101
8639 Horizon Wind #102	8718 Tom Noon #102	8787 Tom Noon #103
8639 Horizon Wind #103	8718 Tom Noon #103	8788 Tom Noon #101
8640 Horizon Wind #103	8725 Traveling Breeze #101	8789 Horizon Wind #101
8644 Traveling Breeze #101	8729 Horizon Wind #101	8789 Horizon Wind #102
8645 Traveling Breeze #103	8729 Horizon Wind #102	8789 Horizon Wind #103
8647 Tom Noon #102	8729 Horizon Wind #103	8799 Horizon Wind #101
8649 Horizon Wind #103	8730 Horizon Wind #101	8799 Horizon Wind #102
8650 Horizon Wind #101	8730 Horizon Wind #103	8800 Horizon Wind #101
8650 Horizon Wind #103	8740 Horizon Wind #102	8805 Traveling Breeze #101
8654 Traveling Breeze #102	8740 Horizon Wind #103	8805 Traveling Breeze #102
8658 Tom Noon #101	8744 Traveling Breeze #103	8810 Horizon Wind #102
8660 Horizon Wind #102	8749 Horizon Wind #101	8810 Horizon Wind #103
8665 Traveling Breeze #102	8749 Horizon Wind #102	8818 Tom Noon #101
8668 Tom Noon #102	8750 Horizon Wind #101	8820 Horizon Wind #102
8669 Horizon Wind #101	8750 Horizon Wind #102	8824 Traveling Breeze #103
8670 Horizon Wind #103	8750 Horizon Wind #103	8828 Tom Noon #101
8674 Traveling Breeze #102	8755 Traveling Breeze #101	8828 Tom Noon #102
8678 Tom Noon #103	8758 Tom Noon #102	9440 Thunder Sky #101
8679 Horizon Wind #102	8759 Horizon Wind #102	9440 Thunder Sky #102
8679 Tom Noon #102	8759 Horizon Wind #103	9440 Thunder Sky #103
8679 Tom Noon #103	8760 Horizon Wind #101	9450 Thunder Sky #103
8680 Horizon Wind #103	8760 Horizon Wind #102	9460 Thunder Sky #103
8689 Tom Noon #102	8764 Traveling Breeze #102	9470 Thunder Sky #102
8694 Traveling Breeze #101	8765 Traveling Breeze #101	9480 Thunder Sky #101
8694 Traveling Breeze #102	8768 Tom Noon #102	9490 Thunder Sky #101

Units Investigated found to be Defective:

8618 Tom Noon #102	8698 Tom Noon #103	8787 Tom Noon #103
8637 Tom Noon #102	8718 Tom Noon #101	8788 Tom Noon #101
8638 Tom Noon #101	8729 Horizon Wind #101	8789 Horizon Wind #103
8639 Horizon Wind #102	8729 Horizon Wind #102	8800 Horizon Wind #101
8639 Horizon Wind #103	8729 Horizon Wind #103	8805 Traveling Breeze #102
8645 Traveling Breeze #103	8730 Horizon Wind #103	8810 Horizon Wind #102
8649 Horizon Wind #103	8740 Horizon Wind #102	8818 Tom Noon #101
8650 Horizon Wind #101	8740 Horizon Wind #103	8820 Horizon Wind #102
8654 Traveling Breeze #102	8749 Horizon Wind #101	8824 Traveling Breeze #103
8660 Horizon Wind #102	8749 Horizon Wind #102	8828 Tom Noon #101
8665 Traveling Breeze #102	8750 Horizon Wind #102	8828 Tom Noon #102
8674 Traveling Breeze #102	8750 Horizon Wind #103	9440 Thunder Sky #102
8678 Tom Noon #103	8758 Tom Noon #102	9440 Thunder Sky #103
8679 Horizon Wind #102	8759 Horizon Wind #103	9470 Thunder Sky #102
8679 Tom Noon #102	8760 Horizon Wind #101	9480 Thunder Sky #101
8680 Horizon Wind #103	8760 Horizon Wind #102	9490 Thunder Sky #101
8694 Traveling Breeze #101	8765 Traveling Breeze #101	
8695 Traveling Breeze #101	8775 Traveling Breeze #103	

Projected Defective: 60% (At 52 of 87 locations inspected for this condition)

Codes & Standards: The 2002 edition of the National Electrical Code states:

725-52. Wiring Methods on Load Side of the Class 2 Or Class 3 Power Source.

Conductors on the load side of overcurrent protection, transformers, and current-limiting devices shall be insulated at not less than the requirements of Section 725-71 and shall be installed in accordance with Section 725-54 and 725-27(b).

725-54. Installation of Conductors and Equipment.

(a) Separation from Electric Light, Power, Class 1, Nonpower-Limited Fire Protective Signaling Circuit Conductors.

(1) In Cables, Compartments, Cable Trays, Enclosures, Manholes, Outlet Boxes, Device Boxes, and Raceways.

Conductors of Class 2 and Class 3 circuits shall not be placed in any cable, cable tray, compartment, enclosure, manhole, outlet box, device box, raceway, or similar fitting with conductors of electric light, power, Class 1, and nonpower-limited fire protective signaling circuits.

Resultant Damage: Insulation failure could lead to high voltage crossover into the class 1 circuit which could electrocute the homeowner or service technician. Exposure to the elements for type PJ-2 (interior) cable will lead to failure and exposed wires. This is a misuse / misapplication of products in violation of manufacturer's installation instructions and UL listings.

Repair Recommendations: Replace or enclose the PJ2 type wire.

- 15 **Defect:** The A/C disconnect is not sealed against the entry of water where the disconnect is attached to the structure.

Location: At the air conditioning unit.

Units Inspected for Defect:

8618 Tom Noon #102	8698 Tom Noon #103	8779 Horizon Wind #103
8637 Tom Noon #102	8708 Tom Noon #103	8780 Horizon Wind #102
8637 Tom Noon #103	8717 Tom Noon #101	8785 Traveling Breeze #101
8638 Tom Noon #101	8718 Tom Noon #101	8787 Tom Noon #103
8639 Horizon Wind #102	8718 Tom Noon #102	8788 Tom Noon #101
8639 Horizon Wind #103	8718 Tom Noon #103	8789 Horizon Wind #101
8640 Horizon Wind #103	8725 Traveling Breeze #101	8789 Horizon Wind #102
8644 Traveling Breeze #101	8729 Horizon Wind #101	8789 Horizon Wind #103
8645 Traveling Breeze #103	8729 Horizon Wind #102	8799 Horizon Wind #101
8647 Tom Noon #102	8729 Horizon Wind #103	8799 Horizon Wind #102
8649 Horizon Wind #103	8730 Horizon Wind #101	8800 Horizon Wind #101
8650 Horizon Wind #101	8730 Horizon Wind #103	8805 Traveling Breeze #101
8650 Horizon Wind #103	8740 Horizon Wind #102	8805 Traveling Breeze #102
8654 Traveling Breeze #102	8740 Horizon Wind #103	8810 Horizon Wind #102
8658 Tom Noon #101	8744 Traveling Breeze #103	8810 Horizon Wind #103
8660 Horizon Wind #102	8749 Horizon Wind #101	8818 Tom Noon #101
8665 Traveling Breeze #102	8749 Horizon Wind #102	8820 Horizon Wind #102
8668 Tom Noon #102	8750 Horizon Wind #101	8824 Traveling Breeze #103
8669 Horizon Wind #101	8750 Horizon Wind #102	8828 Tom Noon #101
8670 Horizon Wind #103	8750 Horizon Wind #103	8828 Tom Noon #102
8674 Traveling Breeze #102	8755 Traveling Breeze #101	9440 Thunder Sky #101
8678 Tom Noon #103	8758 Tom Noon #102	9440 Thunder Sky #102
8679 Horizon Wind #102	8759 Horizon Wind #102	9440 Thunder Sky #103
8679 Tom Noon #102	8759 Horizon Wind #103	9450 Thunder Sky #103
8679 Tom Noon #103	8760 Horizon Wind #101	9460 Thunder Sky #103
8680 Horizon Wind #103	8760 Horizon Wind #102	9470 Thunder Sky #102
8689 Tom Noon #102	8764 Traveling Breeze #102	9480 Thunder Sky #101
8694 Traveling Breeze #101	8765 Traveling Breeze #101	9490 Thunder Sky #101
8694 Traveling Breeze #102	8768 Tom Noon #102	
8695 Traveling Breeze #101	8775 Traveling Breeze #103	

Units Investigated found to be Defective:

8618 Tom Noon #102	8689 Tom Noon #102	8755 Traveling Breeze #101
8637 Tom Noon #102	8694 Traveling Breeze #101	8758 Tom Noon #102
8637 Tom Noon #103	8694 Traveling Breeze #102	8759 Horizon Wind #102
8638 Tom Noon #101	8695 Traveling Breeze #101	8759 Horizon Wind #103
8639 Horizon Wind #102	8698 Tom Noon #103	8760 Horizon Wind #101
8639 Horizon Wind #103	8708 Tom Noon #103	8760 Horizon Wind #102
8640 Horizon Wind #103	8717 Tom Noon #101	8764 Traveling Breeze #102
8645 Traveling Breeze #103	8718 Tom Noon #101	8765 Traveling Breeze #101
8647 Tom Noon #102	8718 Tom Noon #102	8768 Tom Noon #102
8649 Horizon Wind #103	8718 Tom Noon #103	8775 Traveling Breeze #103
8650 Horizon Wind #101	8725 Traveling Breeze #101	8779 Horizon Wind #103
8650 Horizon Wind #103	8729 Horizon Wind #101	8780 Horizon Wind #102
8654 Traveling Breeze #102	8729 Horizon Wind #102	8785 Traveling Breeze #101
8660 Horizon Wind #102	8729 Horizon Wind #103	8787 Tom Noon #103
8665 Traveling Breeze #102	8730 Horizon Wind #101	8789 Horizon Wind #101
8668 Tom Noon #102	8730 Horizon Wind #103	8789 Horizon Wind #102
8669 Horizon Wind #101	8740 Horizon Wind #102	8789 Horizon Wind #103
8670 Horizon Wind #103	8740 Horizon Wind #103	8799 Horizon Wind #101
8674 Traveling Breeze #102	8744 Traveling Breeze #103	8799 Horizon Wind #102
8678 Tom Noon #103	8749 Horizon Wind #101	8800 Horizon Wind #101
8679 Horizon Wind #102	8749 Horizon Wind #102	8805 Traveling Breeze #101
8679 Tom Noon #102	8750 Horizon Wind #101	8805 Traveling Breeze #102
8679 Tom Noon #103	8750 Horizon Wind #102	8810 Horizon Wind #102
8680 Horizon Wind #103	8750 Horizon Wind #103	8810 Horizon Wind #103

8820 Horizon Wind #102
8824 Traveling Breeze #103
8828 Tom Noon #101
9440 Thunder Sky #101

9440 Thunder Sky #102
9440 Thunder Sky #103
9450 Thunder Sky#103
9460 Thunder Sky #103

9470 Thunder Sky #102
9480 Thunder Sky #101
9490 Thunder Sky #101

Projected Defective: 94% (*At 83 of 88 locations inspected for this condition*)

Codes & Standards: The 2002 edition of the National Electrical Code states:

373-2. Damp, Wet, or Hazardous (Classified) Locations.

(a) Damp and Wet Locations.

In damp or wet locations, surface-type enclosures within the scope of this article shall be so placed or equipped as to prevent moisture or water from entering and accumulating within the cabinet or cutout box, and shall be mounted so there is at least 1/4" (6.35mm) airspace between the enclosure and the wall or other supporting surface. Cabinets or cutout boxes installed in wet locations shall be weatherproof.

(FPN): For protection against corrosion, see Section 300-6.

Resultant Damage: Water intrusion into the box causes failure of the connections and water entry into the building stucco, paper and building members causes damage to the work of others. Mold and mildew damage. This is a misuse / misapplication of products in violation of manufacturer's installation instructions and UL listings. Damage to the work of the stucco sub-contractor will be required to fix the deficiency. The property damaged is the stucco, building paper, lumber & insulation within the wallspace.

Repair Recommendations: Remove disconnect and seal openings. Remount disconnect

JN² ELECTRICAL CONSULTING ESTIMATE RECAP
ARLINGTON RANCH

ITEM #	DESCRIPTION		<u>UNITS</u> <u>DATE</u>	<u>342</u> <u>10/05/07</u> <u>COST</u>
1	INSTALL ANTI-OXIDANT/TORQUE TIGHTEN ALUM TERMS - INCLUDED IN #3	0.00 X	\$0.00	Included in #3
2	FLUSH MOUNT PANEL WITH FINISHED SURFACE.*	265.00 X	\$18.68	\$4,951.32
3	INSPECT UNITS, PREPARE LIST, AND REPAIR GENERAL QUALITY OF WORKMANSHIP.	342.00 X	\$93.31	\$31,911.76
3a	FIRE RATE OUTLET BOX AT FIRE WALL FOR 24" SEPARATION. *	228.00 X	\$23.75	\$5,414.46
3b	RELOCATE A/C DISCONNECT. ***	16.00 X	\$92.19	\$1,475.09
4	INSTALL GROUNDING JUMPER AT HOT AND COLD WATER LINES	114.00 X	\$26.89	\$3,065.85
5	SUPPORT SE CABLES *	72.00 X	\$54.74	\$3,941.22
6	PROTECT CABLE AT ATTIC ACCESS.	310.00 X	\$82.62	\$25,611.49
7	FIRE SEAL CABLE PENETRATIONS AT UNITS *	332.00 X	\$114.08	\$37,873.08
8	INSTALL AFCI BREAKERS FOR CABLES WITHOUT NAIL PLATE PROTECTION.	342.00 X	\$1,101.51	\$376,716.95
9	OUTLET BOXES-INSTALL BOX EXTENSION, SEAL GAP @ EDGES & INSPECT (9a & 9b)	20,178.00	\$0.00	Priced below
9a	REMOVE COVER PLATES / INSPECT / SEAL GAPS	20,178.00 X	\$2.36	\$47,668.95
9b	INSTALL BOX EXTENTIONS	9,665.00 X	\$5.12	\$49,474.03
10	RELOCATE DISHWASHER / DISPOSAL OUTLET. *	162.00 X	\$78.08	\$12,648.91
11	ADD OUTLET AT WALL SPACE. *	342.00 X	\$102.58	\$35,083.25
12	REPLACE W/P RECEPTACLE COVER WITH PROPER COVER.	48.00 X	\$9.58	\$459.61
13	SEAL EXTERIOR FIXTURES. - INCLUDED IN # 3	0.00 X	\$0.00	Included in #3
14	REPLACE DAMAGED RECESSED LIGHT SOCKET AND CLEAN.	305.00 X	\$50.03	\$15,259.26
15	SLEEVE T-STAT WIRES AT A/C UNIT.	205.00 X	\$25.63	\$5,254.67
16	SEAL AROUND A/C UNIT DISCONNECT.	323.00 X	\$7.28	\$2,350.36
TOTAL				<u>\$659,160.27</u>
AVERAGE PER UNIT				\$1,927.37

Note: All figures above are rounded.

- * MAY REQUIRE DRYWALL CUT AND PATCH. BY OTHERS.
 ** MAY REQUIRE LANDSCAPE/HARDSCAPE CUT AND PATCH. BY OTHERS.
 *** MAY REQUIRE PLASTER CUT AND PATCH. BY OTHERS.

HNAR00010283

JN2 ELECTRICAL CONSULTING CO.					ITEM # P-7 (W-1 Cost)		
ESTIMATE : ELECTRICAL							
PROJECT:		ARLINGTON RANCH			ISSUE #		1
WORK: <i>Install anti-oxidant & torque tighten aluminum terminations</i>					OF		16 ISSUES
					DATE		10/04/07
ESTIMATED BY: JN		PRICED BY: JN		EXT BY: JN2			
MATERIAL	QTY	MATERIAL PRICE	PER	EXTENSION	LABOR UNIT	PER	EXTENSION
Disconnect Aluminum Termination	1	\$0.05	E	\$0.05	0.05	E	0.05
Strip and Clean Wire,							
Apply Anti-Oxidant and							
Terminate Using Torquing Tool							
<i>Tenant to be without power for duration of work.</i>							
<i>Included in W-1 Cost</i>							
		TOTAL		\$0.05			0.05
MISCELLANEOUS				RECAPITULATION			
TRUCKS, TOOLS, EXPENDABLE		\$0.10		MATERIAL COST			\$0.05
				7.75% SALES TAX			\$0.00
				0.05 HRS @ 55.00			\$2.75
				(includes all fringe benefits)			
				MISCELLANEOUS			\$0.10
				TOTAL PRIME COST			\$2.90
				G/A EXPENSE 15%			\$0.44
				TOTAL COST			\$3.34
				PROFIT 6%			\$0.20
		\$0.10		TOTAL			\$3.54

HNAR00010284

JN2 ELECTRICAL CONSULTING CO.					ITEM # P-11		
ESTIMATE: ELECTRICAL							
PROJECT:		ARLINGTON RANCH			ISSUE #		2
WORK: Flush mount panel with finish surface					OF	16	ISSUES
					DATE	10/04/07	
ESTIMATED BY: JN		PRICED BY: JN		EXT BY: JN2			
MATERIAL	QTY	MATERIAL PRICE	PER	EXTENSION	LABOR UNIT	PER	EXTENSION
Remove Panel Cover, Remove Existing support, Move Panel Can to Be Flush With Finished Surface, Install New Supports and Replace Cover	1	\$1.00	E	\$1.00	0.25	E	0.25
Tenant to be without power for duration of work.							
TOTAL				\$1.00			0.25
MISCELLANEOUS				RECAPITULATION			
TRUCKS, TOOLS, EXPENDABLE		\$0.50		MATERIAL COST		\$1.00	
				7.75% SALES TAX		\$0.08	
				0.25 HRS @ 55.00		\$13.75	
				(includes all fringe benefits)			
				MISCELLANEOUS		\$0.50	
				TOTAL PRIME COST		\$15.33	
				G/A EXPENSE 15%		\$2.30	
				TOTAL COST		\$17.63	
				PROFIT 6%		\$1.06	
		\$0.50		TOTAL		\$18.68	

HNAR00010285

JN2 ELECTRICAL CONSULTING CO.					ITEM # W-1		
ESTIMATE : ELECTRICAL							
PROJECT:		ARLINGTON RANCH			ISSUE #		3
WORK: Inspect Units, Prepare List, and repair general quality of workmanship at the mains and in the units					OF		16 ISSUES
ESTIMATED BY: JN					DATE		10/05/07
		PRICED BY: JN		EXT BY: JN2		JN/JW/ER	
MATERIAL	QTY	MATERIAL PRICE	PER	EXTENSION	LABOR UNIT	PER	EXTENSION
Inspect Units and Repair General Quality of Workmanship Issues. Work to Include:							
1 Inspect entire electrical systems @ boxes, fixtures, and devices	342	\$0.00	E	\$0.00	0.50	E	171.00
2 Clean Debris from Panel	342	\$0.00	E	\$0.00	0.05	E	17.10
3 Properly ID Circuits (Vague & Improper)	342	\$1.00	E	\$342.00	0.10	E	34.20
4 Install KO Closers as needed	11	\$0.25	E	\$2.85	0.05	E	0.57
5 Disconnect Aluminum Termination Strip and Clean Wire, Apply Anti-Oxidant and Terminate Using Torquing Tool	1,738	\$0.05	E	\$86.92	0.05	E	86.92
6 Remove Faulty GFI Device, Check for Proper Wiring	28			\$0.00	0.10	E	2.81
Install New GFI Device	28	\$10.00		\$280.00	0.25	E	7.00
7 Install a Silicon Seal Around The Exterior Fixtures	789	\$0.25	E	\$197.31	0.05	E	39.46
8 Remove Fixture And Repair Ground (exterior)	24	\$0.50	E	\$12.07	0.20	E	4.83
Reinstall Fixture	24			\$0.00	0.10	E	2.40
9 Remove Fixture And Repair Ground (bathroom)	70	\$0.50	E	\$35.00	0.25	E	17.50
Reinstall Fixture	70			\$0.00	0.15	E	10.50
10 Trace Circuits, investigate transformers repair as necessary	45	\$2.25	E	\$101.25	1.00	E	45.00
TOTAL				\$1,057.40			439.29
MISCELLANEOUS				RECAPITULATION			
TRUCKS, TOOLS, EXPENDABLE		\$878.57		MATERIAL COST			\$1,057.40
				7.75% SALES TAX			\$81.95
				439.29 HRS @ 55.00			\$24,160.72
				(includes all fringe benefits)			
				MISCELLANEOUS			\$878.57
				TOTAL PRIME COST			\$26,178.64
				G/A EXPENSE 15%			\$3,926.80
				TOTAL COST			\$30,105.43
				PROFIT 6%			\$1,806.33
		\$878.57		TOTAL			\$31,911.76
				PER UNIT			\$93.31

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[illegible]

HNAR00010287

JN2 ELECTRICAL CONSULTING CO.					ITEM # C-1a		
ESTIMATE : ELECTRICAL							
PROJECT:		ARLINGTON RANCH			ISSUE #		5
WORK: Support conduits/cables within unit, attic, and above panel					OF		16 ISSUES
					DATE		10/05/07
ESTIMATED BY: JN		PRICED BY: JN			EXT BY: JN2		
MATERIAL	QTY	MATERIAL PRICE	PER	EXTENSION	LABOR UNIT	PER	EXTENSION
Frame 2x4 at Stud Space 12" From Panel	1	\$2.00	E	\$2.00	0.75	E	0.75
Support conduits and cables throughout unit as needed.							
*Requires drywall cutting and patching by others							
		TOTAL		\$2.00			0.75
MISCELLANEOUS				RECAPITULATION			
TRUCKS, TOOLS, EXPENDABLE		\$1.50		MATERIAL COST		\$2.00	
				7.75% SALES TAX		\$0.16	
				0.75 HRS @ 55.00		\$41.25	
				(includes all fringe benefits)			
				MISCELLANEOUS		\$1.50	
				TOTAL PRIME COST		\$44.91	
				G/A EXPENSE 15%		\$6.74	
				TOTAL COST		\$51.64	
				PROFIT 6%		\$3.10	
		\$1.50		TOTAL		\$54.74	

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[illegible]

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[illegible]

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HNAR00010292

[illegible]

HINAR00010293

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HNAR00010300

[illegible]

HNAR00010301

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CLERK OF THE COURT

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9

10 **DISTRICT COURT**
11 **CLARK COUNTY, NEVADA**

12 **HIGH NOON AT ARLINGTON RANCH**
13 **HOMEOWNERS ASSOCIATION, a**
14 **Nevada non-profit corporation, for itself**
15 **and for all others similarly situated,**

16 **Plaintiff,**

17 **v.**

18 **D.R. Horton, INC., a Delaware**
19 **Corporation DOE INDIVIDUALS 1-100,**
20 **ROE BUSINESSES or**
21 **GOVERNMENTAL ENTITIES 1-100,**
22 **inclusive,**

23 **Defendant.**

CASE NO.: A542616
DEPT NO.: XXII

**REPLY TO PLAINTIFF'S
OPPOSITION TO D.R. HORTON'S
MOTION FOR PARTIAL SUMMARY
JUDGMENT**

Date: May 27, 2008

Time: 8:30 a.m.

24 COMES NOW, Defendant D.R. HORTON, INC. ("D.R. Horton"), by and
25 through its attorneys, Wood, Smith, Henning, & Berman LLP, and hereby replies to
26 the High Noon at Arlington Ranch Homeowners Association's (the "HOA")
27 Opposition to Defendant's Motion for Partial Summary Judgment (the
28 "Opposition").

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MEMORANDUM OF POINTS AND AUTHORITIES

I.

INTRODUCTION

Nothing in the HOA's Opposition demonstrates that the HOA has the statutory right to pursue the disputed claims¹ located within the individual units (the "Disputed Claims"). Despite the HOA's attempt to mislead this court and confuse the issue, the question before the Court is the meaning and application of the phrase "common interest community" under *NRS* 116.3102(1)(d) (providing that an association may "[i]nstitute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more units' owners on matters affecting the common-interest community.) If the HOA is bringing claims outside the "common-interest community," it has no standing power to bring such claims and they must be stricken from this case. See *Deal v. 999 Lakeshore Association*, 94 Nev. 301, 304 (1978) ("***In the absence of any express statutory grant to bring suit on behalf of the owners***, or a direct ownership interest by the Association in a condominium within the development, ***a condominium management Association does not have standing to sue as a real party in interest.***").

In this open area of the law, the HOA seeks to have the Court interpret "common-interest community" in a manner so broadly that it eviscerates the limitations of *NRS* 116.3102(1)(d). According to the HOA, *any claimed defect falls within the definition* regardless of its location, nature, description, or connection or lack thereof with the common community. Had this been what the Nevada Legislature intended, there would have been no need to legislate a limitation on

¹ See D.R. Horton's Motion for Partial Summary Judgment 9:4-12:21

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1 association standing. The Legislature could have stopped the language of **NRS**
 2 116.3102(1)(d) at the word "owners," or expressly stated that an association had
 3 standing to bring **any** claims belonging to the unit owners. But the Legislature did
 4 not do so. Instead, they made it abundantly clear that if an association wishes to
 5 assert a claim on behalf of a unit owner, it must be a claim "affecting the
 6 common interest community."

7 The logical reason for the limitation under **NRS** 116.3102(1)(d) is to prevent
 8 the absurdity of the HOA asserting individual claims of unit owners having little or
 9 no connection with other unit owners. Imagine the HOA using its monthly
 10 assessments collected from all of the units' owners to pursue a defect claim or
 11 make repairs to a claim under NRS116.3102(1)(d) caused by a floor *installed by a*
 12 *single unit owner*, or an individual claim for inadequate sized water heater, or a
 13 claim for bent light switch cover, or even an improperly installed cabinet (Please
 14 see Exhibit "J" attached hereto). If a homeowner asked the Association to make a
 15 repair to their individual unit for any of these claims, the Association would
 16 summarily deny the same. *Yet this is exactly what the HOA is proffering in its*
 17 *Opposition that it has standing to pursue, to the potential detriment of its members.*
 18 The HOA wants to recover money in this litigation for these types of claimed
 19 defects, yet it has absolutely no legal standing to pursue and no legal obligation to
 20 repair. It cloaks these claims with wholly inapplicable citations to *federal* law on
 21 standing, the UCIOA, and a parade of out-of-state cases, all to create a distraction
 22 from Nevada law. This not only creates a conflict of interest between the
 23 Associations' attorneys and its members since a homeowner's rights are being
 24 "Taken" by the Association, but also puts the defendants at a risk for double
 25 liability if a court subsequently rules inconsistently with the present HOA's claims.

26 What governs this question is the plain language of **NRS** 116.3102(1)(d)
 27 and 116.021 (definition of "common interest community"), and the only Nevada
 28

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1 Supreme Court decision on the topic, *Deal v. 999 Lakeshore Association*, 94 Nev.
 2 301 (1978). The inexorable conclusion from these sources is that the HOA is
 3 overreaching by asserting defect claims beyond its authorized standing, to the
 4 detriment of this court, the homeowners, and the defendants and placing all at the
 5 risk of subsequent inconsistent rulings.

6 II.

7 LEGAL ARGUMENT

8 A. The HOA's Arguments Concerning NRCP 17 are Meritless.

9 The HOA begins its Opposition by making the specious argument that it is
 10 unnecessary to join the unit owners as parties, claiming that under NRCP 17(a)
 11 the HOA is the real party in interest. NRCP 17(a) only allows "a party authorized
 12 by statute" to "sue in his own name without joining with him the party whose
 13 benefit the action is brought." Because the HOA is *not* authorized by statute to
 14 pursue defect claims not affecting the "common interest community," NRCP 17(a)
 15 precludes the HOA from asserting these claims.

16 B. *Deal v. 999 Lakeshore Association* Is the Controlling Authority.

17 Next, the HOA contends that the decision in *Deal* is no longer good law the
 18 result of the Nevada Legislature's adoption of the Common-Interest Ownership Act
 19 ("CIOA"). That is untrue. In *Deal*, the Court held:

20 ***"In the absence of any express statutory grant to bring suit on behalf***
 21 ***of the owners, or a direct ownership interest by the Association in a***
 22 ***condominium within the development, a condominium management***
 23 ***Association does not have standing to sue as a real party in interest.***
 24 (citations omitted)."

25 *Id.* at 304. The subsequent adoption of the CIOA only begs the question of *what*
 26 express statutory grant was provided by the CIOA to the HOA, leading to the
 27
 28

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ultimate question of the scope of **NRS 116.3102(1)(d)** and 116.021. The *Deal* decision is still intact, i.e., *the Association cannot go beyond the standing that the Legislature expressly granted it in Chapter 116*. Accordingly, standing for defects in the individual units belong *solely* to the unit owners. The HOA only has standing to pursue defects in the common areas outside the units.

C. The Units are Not Part of the Common-Interest Community.

The HOA reaches the conclusion of standing by focusing on the phrase "matters affecting common-interest community." **NRS 116.3102(1)(d)**. Using this language, the HOA argues that *all* defects **regardless of location or nature** should be within its scope because they "affect" the common-interest community. This extension of power was not contemplated by the Nevada Legislature.

The definition of "common-interest community" pursuant to NRS 116.021 is as follows:

"Common-interest community" defined. "Common-interest community" means real estate with respect to which a person, by virtue of his ownership of a unit, is obligated to pay for real estate ***other than that unit***. "Ownership of a unit" does not include holding a leasehold interest of less than 20 years in a unit, including options to renew.

The HOA reads the above-cited statutory provision to mean that the common-interest community is comprised of two elements – both the common elements and the units. Rewriting the provision, the HOA ignores the key phrase **"other than that unit."** The inclusion of this phrase by the Nevada Legislature means what it says and can not be ignored – the units are not part of the common-interest community and may not be the subject of a claim asserted by the Association.

The HOA attempts to convert the negative phrase of "other than that unit" into the affirmative position that the definition actually ***includes*** the unit. This is illustrative of the HOA's counsel's revisionist tactics. Faced with a definitional phrase **that excludes the units from the "common-interest community,"** they

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1 alter the wording of the statute in their argument and offer it to the Court as fact.
2 No amount of mechanics can change the plain language of NRS 116.021. The
3 inclusion of the phrase "other than that unit" by the Nevada Legislature means
4 what it says – the units are not part of the common-interest community.

5 **D. The Disputed Claims Are Not Matters Affecting the Common-**
6 **Interest Community.**

7 Perhaps sensing that its interpretations do not pass muster, the HOA also
8 asserts that the defects within individually-owned units pose a threat to the safety
9 and health of the occupants. As such, the HOA posits that due to the alleged
10 threat to the safety of the unit owners, all defects therefore affect the entire
11 common-interest community. See, Opposition p. 4, ll. 27; p. 5, ll. 1-6. The actual
12 facts belie the HOA's position.

13 **NRS 40.670** requires that a claimant give notice to contractor of any defect
14 that creates an "imminent threat to the health or safety" of the occupants. As
15 noted in the Motion, the HOA served its Chapter 40 Notice on D.R. Horton on or
16 about January 28, 2008. See, Exhibit "C" attached to the Motion. Nowhere does
17 the HOA's Chapter 40 Notice set forth or otherwise advise D.R. Horton that any
18 alleged defect creates an imminent threat to the health or safety of any unit owner.

19 While the HOA cites to the expert reports it attached to the Chapter 40
20 Notice, this is insufficient at law to provide D.R. Horton with notice of a defect
21 creating a threat to the health and safety of an owner. It is disingenuous for
22 counsel for the HOA to now assert in response to a Motion for Partial Summary
23 Judgment that these defects present a threat to the health and safety of the
24 owners since it never triggered their provisions in its original notice. The HOA's
25 new position should be seen for what it is – a last ditch attempt to survive partial
26
27
28

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1 summary judgment².

2 **E. The CC&Rs Do Not Confer A Duty Upon the HOA To Pursue**
3 **Defect Claims Within the Individual Units.**

4 The HOA cites to *NRS* 40.610(2), which provides that an association has
5 standing to assert defect claims when acting in furtherance of the scope of its
6 duties pursuant to Chapter 116. However, the duty to pursue an action for defects
7 under *NRS* 116.3102 applies only to matters affecting the common-interest
8 community. As explained hereinabove, the HOA's position that the defects within
9 the individual units affect the common-interest community is without merit.

10 The HOA then claims that under Chapter 116, the CC&Rs confer a duty
11 upon the HOA to preserve the beauty, desirability and property value of the units.
12 Therefore, the HOA believes that a duty as contemplated by *NRS* 40.610(2) is
13 triggered thereby conferring standing upon the HOA to assert claims for defects
14 within the individual units. A closer look at the provisions of the CC&Rs relied
15 upon by the HOA confirms that there is no such duty.

16 The first section the HOA cites to in contending that the CC&Rs impose a
17 "duty" upon the HOA with regard to defects within the individual units is at page 2,
18 paragraph M. The HOA argues that this provision "charges the Association with
19
20
21

22 ² It should be noted that D.R. Horton is not seeking to cut off anyone's rights
23 in this motion, but instead protect them. The HOA is attempting to take these
24 rights away from its members and recover money damages for them. This will
25 only work to the detriment of the homeowners, since the HOA would then not
26 have any obligation to repair these same conditions and could deny the
27 homeowners relief. Faced with the same, the homeowners would then have not
28 choice but to submit a new claim to D.R. Horton, which then may be cut off by *res*
judicata.

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1 the duty and responsibility of preserving Arlington Ranch's beauty, desirability and
2 property values." See Opposition, p. 6, ll. 5-8. However, the actual language of
3 the CC&Rs at paragraph M sets forth as follows:

4 This Declaration is intended to set forth a dynamic
5 and flexible plan for governance of the Community,
6 and for the overall development, administration,
7 maintenance and preservation of a unique residential
8 community, in which the Owners enjoy a quality life
9 style as "good neighbors"

10 See, CC&Rs, p. 2, ¶ M.

11 Nothing in the quoted language sets forth any duty of the HOA. Indeed,
12 nothing therein is even remotely close to what the HOA claims the paragraph
13 provides. Paragraph M is utterly void of establishing any duty of the HOA with
14 regard to defects within the individual units.

15 The HOA also relies on another section of the CC&Rs as conferring a duty
16 as to the individual units. Citing to Section 9.3, the HOA maintains that the
17 CC&Rs give it the authority to enter a unit to cure defective conditions and thus a
18 duty exists as contemplated by **NRS 40.670**. Again, the HOA misquotes the
19 CC&Rs and ignores the relevant language therein.

20 Section 9.3, Maintenance and Repair Obligations of Owners, describes the
21 maintenance obligations of the unit owners and provides in pertinent part as
22 follows:

23 ... In addition, the Board shall have the right, **but not**
24 **the duty**, after Notice and Hearing as provided in the
25 Bylaws, to enter upon such Unit and/or Exclusive Use
26 Area to make such repairs or to perform such
27 maintenance and to charge the cost thereof to the
28 Owner.

See, CC&Rs, p. 49, Section 9.3.

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1 It is obvious why the HOA failed to quote the direct language of the CC&Rs
 2 – there is nothing in any of the cited provisions which delineates a duty with regard
 3 to the individual units as alleged by the HOA. Section 9.3 not only fails to confer
 4 upon the HOA a duty, **it specifically provides that no such duty exists.**

5 In the absence of any duty delineated by the CC&Rs upon the HOA as to
 6 defects within the individual units, the HOA has failed to rebut D.R. Horton's
 7 showing the HOA lacks standing to pursue the claims. There is no duty at law with
 8 regard to the defects within the individual units as they do not affect the common-
 9 interest community. The lack of any duty imposed by law or the CC&Rs confirms
 10 that the HOA lacks standing.
 11

12 **F. The HOA's Case Citations Do Not Support Its Position.**

13 The HOA cites to a line of Colorado cases which purport to support the
 14 plaintiffs' notion that it can assert whatever claim it desires on behalf of a unit
 15 owner. The opposition attempts to confuse the issue by arguing that because
 16 Nevada and Colorado have similar definitions of "common elements," then this
 17 court must also interpret the phrase "common interest community" in both statutes
 18 as being identical. **The HOA ignores the fact that the Colorado Legislature**
 19 **adopted a completely different definition of "common interest community"**
 20 **than did Nevada.** Colorado's definition is found in the decision *Heritage Village*
 21 *Owners v. Golden Heritage Investors*, 89 P.3d 513, 514 (Colo. App. 2004),
 22 wherein the court quotes CRS 38-33.3-103(8). **Notably, Colorado's "common**
 23 **interest community" definition does not include Nevada's key phrase: "other**
 24 **than that unit."**

25 As Colorado never has had the occasion to decide the scope of Nevada's
 26 definition of "common-interest community," the entire line of Colorado cases after
 27 the state's adoption of its CCIOA (*Yacht Club II* and *Heritage Village*) are irrelevant
 28

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1 as to this issue.³

2 The HOA's other case citations are misleading. In *Association of Unit*
 3 *Owners of Bridgeview Condominiums v. Dunning*, 187 Ore App. 595, the court
 4 addressed a statute that did not have the phrase "common-interest community."
 5 Instead, the Oregon statute - 100.405(4)(e) - expressly allows suits by an
 6 association broadly for any matter "affecting the condominium".
 7

8 Similar critical distinctions exist in the HOA's citations to *Brickyard*
 9 *Homeowners' Association Management Committee v. Gibbons*, 668 P.2d 535
 10 (Utah 1983) (involved a uniform act which did not have a standing limitation for
 11 associations for common interest community); *Sandy Creek Condominium Ass'n v.*
 12 *Stolt & Egner, Inc.*, 642 N.E. 2d 171 (App. Ct. Ill. 2d Dist. 1994) (statute allows
 13 association to sue on behalf of unit owners "as their interests appear" without any
 14 limitation); *Owens v. Tiber Island Condominium Ass'n*, 373 A. 2d 890 (D.C.
 15 1977)(did not even involve the uniform common interest ownership act, and had
 16 no restriction for "common interest community."); *Toppino & Sons, Inc. v.*
 17 *Seawatch at Marathon Condominium Ass'n*, 658 So. 2d 922 (Fla. 1994) (did not
 18 involve the uniform common interest ownership act); *Candlewood Landing*
 19 *Condominium Ass'n v. Town of New Milford*, 686 A.2d 1007 (Conn. App. 1997)
 20 ("common elements" means all portions of the community other than the units.)
 21
 22

23 **G. Points and Authorities Not Addressed in the Opposition**

24 As set forth in D.R. Horton's moving papers and not contested in the
 25

26 ³ Significantly, the HOA misrepresents to the Court that the decision in *Villa Sierra*
 27 *Condominium Ass'n v. Field Corp.*, was "expressly overruled" by Colorado's adoption of the
 28 uniform act. To the contrary, the *Yacht Club* decision made clear that "the General Assembly
 enacted the CCIOA in 1991, following the division's decision in Villa Sierra." 94 P.2d 1179.

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1 Opposition, the HOA has failed to comply with both **NRS 40.6462(1)** and Section
2 5.3 of the CC &R's. Moreover, the HOA has failed to counter D.R. Horton's citation
3 to specific claims that only affect the units.

4 Taken together, these first two set of uncontested issues demonstrate the
5 policy reasons why the Nevada legislature elected to include the phrase "other
6 than that unit" in its definition of the terms "common-interest community."
7

8 The statutory scheme of **NRS 40.600 et seq.**, coupled with the Nevada
9 Supreme Court's rulings in *Shuette v. Beazer Homes Holdings Corp.*, 121 Nev.
10 837, 124 P.3d 530 (Nev. 2005) and *D.R. Horton v. Dist. Ct.*, 168 P.3d 731 (Nev.
11 2007), demonstrate a clear Legislative and Judicial mandate toward allowing the
12 Contractor to gather up the evidence it needs to decide whether or not to make
13 repairs and what repairs to make:
14

15 "The provisions of NRS Chapter 40, concerning constructional defect
16 actions, reveal that the Legislature intended to provide contractors
17 with an opportunity to repair construction defects in order to avoid
18 litigation." *Shuette v. Beazer Homes Holdings Corp.*, 121 Nev.
19 837, 853-854, 124 P.3d 530, 542 (2005).

20 "To ensure that ensure that contractors are given an opportunity to
21 repair, the Legislature requires a claim to give the contractor notice
22 in "reasonable detail" and, based on that notice, to allow the
23 contractor time and the opportunity to inspect and make repairs
24 when a defect is verified." *D.R. Horton v. Dist. Ct.*, 168 P.3d 731,
25 737 (Nev. 2007).

26 The foregoing Legislative and Judicial mandate is completely frustrated if
27 the Association is permitted to make claims for which it does not have standing to
28 pursue. Not only has this Plaintiff HOA kept its members in the dark by not

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1 ratifying its premature election to file suit, but it has also failed to make these same
 2 units available for an inspection.⁴ The reasons for both is the simple fact that the
 3 HOA is over-reaching and making claims that its own members either do not agree
 4 with or are completely unaware of at this time. This adds to the damage that the
 5 HOA is doing to its own members, whose rights are being potentially being cut off
 6 if the Association is found to have standing for the claims at issue in this motion.
 7

8 Finally, as admitted by the Opposition on page 4 line 8-9, there are no
 9 material facts in dispute. Statutory interpretation as to the HOA's standing is the
 10 only issue before this court. As the HOA has failed to distinguish in its opposition
 11 any of the 47 items that D.R. Horton has stated that it lacks standing to pursue
 12 (pages 9-12, lines 5-21 of the moving papers), this Court should find conclusively
 13 that these allegations only affect the "units."
 14

15 As discussed above, the HOA only has standing for claims on behalf of "two
 16 or more units' owners on matters affecting the common-interest community" (*NRS*
 17 *116.3102(1)(d)*). Since the HOA now concedes that the issues raised in this
 18 motion only affect the "units," and as *NRS 116.021* excludes "units" from the
 19 definition of "common-interest community" (a "Common-interest community" is
 20 defined as "real estate with respect to which a person, by virtue of his ownership of
 21 a unit, is obligated to pay for real estate other than that unit"), the instant motion
 22 should be granted.
 23

24 _____
 25 ⁴ While the HOA has filed an opposition to D.R. Horton's separate motion
 26 on this issue, that opposition was both untimely and ignored the plain language of
 27 the statute. Instead, the HOA cited other cases wherein its same counsel has
 28 misrepresented a number of facts in an attempt to wrongfully accuse D.R. Horton
 of misconduct.

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III.

CONCLUSION

For all the foregoing reasons, D.R. Horton respectfully requests that its Motion for partial summary judgment be granted and that aforementioned listed defects be stricken from the HOA's *NRS* 40.645 notice and for claims that may be made at trial.

DATED: May 19, 2008

WOOD, SMITH, HENNING & BERMAN LLP

By: /s/ Joel D. Odou

JOEL D. ODOU

Nevada Bar No. 7468

THOMAS E. TROJAN

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STATE OF NEVADA, COUNTY OF CLARK

I am employed in the County of Clark, State of Nevada. I am over the age of eighteen years and not a party to the within action; my business address is 7670 West Lake Mead Boulevard, Suite 250, Las Vegas, Nevada 89128-6652.

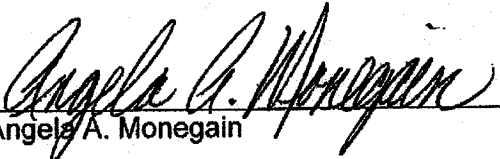
On May 19, 2008, I served the following document(s) described as **REPLY TO PLAINTIFF'S OPPOSITION TO D.R. HORTON'S MOTION FOR PARTIAL SUMMARY JUDGMENT** on the interested parties in this action by placing true copies thereof enclosed in sealed envelopes addressed as follows:

SEE ATTACHED LIST

BY MAIL: I am "readily familiar" with Wood, Smith, Henning & Berman's practice for collecting and processing correspondence for mailing with the United States Postal Service. Under that practice, it would be deposited with the United States Postal Service that same day in the ordinary course of business. Such envelope(s) were placed for collection and mailing with postage thereon fully prepaid at Las Vegas, Nevada, on that same day following ordinary business practices. (Code Civ. Proc. §1013, subd. (a) and 1013a(3).)

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed on May 19, 2008, at Las Vegas, Nevada.


Angela A. Monegain

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MASTER SERVICE LIST
ARLINGTON RANCH HIGH NOON v. D.R. HORTON, INC.
Case No. A542616

- | | | |
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| 28 | | |

EXHIBIT J

From: QUON BRUCE CHRISTENSEN

9421601

05/08/2008 15:38

#379 P.001/001



Nancy Quon, Esq.
Jason Bruce, Esq.*
James Christensen, Esq. **

*Also Licensed in Colorado
and Arizona
**Also Licensed in Illinois

May 8, 2008

Via Facsimile Only - 702/253-6225

Joel Odou, Esq.
Stephen Rosen, Esq.
WOOD SMITH HENNING & BERMAN, LLP
7670 W. Lake Mead Blvd. #250
Las Vegas, NV 89128

Re: High Noon at Arlington Ranch

Dear Counsel:

Please be advised our office has scheduled an inspection for the fallen cabinets in the kitchen at 8780 Horizon Wind #103 to begin at 10:00am on Monday, May 12, 2008.

You are invited to attend and observe. Each attendee must provide and wear shoe covers for all interior inspections. Socks and bare feet will not be permitted. All experts are required to provide any and all equipment needed to perform their duties and to leave our Clients' homes as they are found. Borrowing anything from our clients is strictly prohibited.

Sincerely,

QUON BRUCE CHRISTENSEN


Jason W. Bruce, Esq.

JWB/jg

Cc:
Adcock

2330 Paseo Del Prado
Suite C-101
Las Vegas, NV 89102
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548 W. Flamingo Lane
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Fax 775.825.5443

www.qbc-law.com
Tax ID 88-0416715

JDO/TET/SNR
AAW
AKM
5708-088

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CLERK OF THE COURT

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6 Attorneys for Defendant, D.R. HORTON, INC.

7
8 DISTRICT COURT
9 CLARK COUNTY, NEVADA
10

11 HIGH NOON AT ARLINGTON RANCH
HOMEOWNERS ASSOCIATION, a
12 Nevada non-profit corporation, for
itself and for all others similarly
13 situated,,

14 Plaintiff,

15 v.

16 D.R. HORTON, INC., a Delaware
Corporation DOE INDIVIDUALS 1-100,
17 ROE BUSINESSES or
GOVERNMENTAL ENTITIES 1-100,
18 inclusive,

19 Defendant.
20

CASE NO. A542616
DEPT. XXII

21 NOTICE OF ENTRY OF ORDER
GRANTING D.R. HORTON'S MOTION
FOR PARTIAL SUMMARY
JUDGMENT

22 Notice is hereby provided of the entry of the attached Order Granting
23 D.R. Horton's Motion for Partial Summary Judgment having been entered on July
2, 2008 in Department XXII before District Court Judge Susan Johnson.

24 ///

25 ///

26 ///

27 ///

28 ///

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CLERK OF THE COURT

JUL 09 2008

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DATED: July 9, 2008

WOOD, SMITH, HENNING & BERMAN LLP

By: 

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STEPHEN N. ROSEN

Nevada Bar No. 10737

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PROOF OF SERVICE

STATE OF NEVADA, COUNTY OF CLARK

I am employed in the County of Clark, State of Nevada. I am over the age of eighteen years and not a party to the within action; my business address is 7670 West Lake Mead Boulevard, Suite 250, Las Vegas, Nevada 89128-6652.

On July 9, 2008, I served the following document(s) described as **NOTICE OF ENTRY OF ORDER GRANTING D.R. HORTON'S MOTION FOR PARTIAL SUMMARY JUDGMENT**

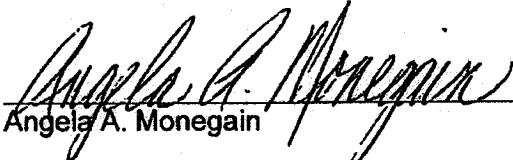
on the interested parties in this action by placing true copies thereof enclosed in sealed envelopes addressed as follows:

SEE ATTACHED LIST

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I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed on July 9, 2008, at Las Vegas, Nevada.


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MASTER SERVICE LIST
ARLINGTON RANCH HIGH NOON v. D.R. HORTON, INC.
Case No. A542616

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8
9 **DISTRICT COURT**
10 **CLARK COUNTY, NEVADA**

11
12 **HIGH NOON AT ARLINGTON RANCH**
13 **HOMEOWNERS ASSOCIATION, a**
14 **Nevada non-profit corporation, for itself**
and for all others similarly situated,

15 **Plaintiff,**

16 **v.**

17 **D.R. Horton, INC., a Delaware**
18 **Corporation DOE INDIVIDUALS 1-100,**
19 **ROE BUSINESSES or**
20 **GOVERNMENTAL ENTITIES 1-100,**
inclusive,

Defendant.

CASE NO.: A542616
DEPT NO.: XXII

ORDER GRANTING D.R. HORTON'S
MOTION FOR PARTIAL SUMMARY
JUDGMENT

21 D.R. Horton Inc.'s Motion for Partial Summary Judgment came on for
22 hearing on May, 27, 2008, before the Honorable Judge Susan Johnson in
23 Department XXII.

24 Jason Bruce, Esq., of the Quon Bruce Christensen Law Firm, appeared on
25 behalf of Plaintiff, the High Noon at Arlington Ranch Homeowners' Association,
26 Joel D. Odou, Esq. and Stephen N. Rosen, Esq., of the law firm of Wood, Smith,
27 Henning & Berman LLP appeared on behalf of Defendant D.R. Horton, Inc.

28 The Court, having considered the pleadings, supporting papers and

FILED

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Cheryl
CLERK OF THE COURT

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1 arguments from counsel, hereby makes the following findings of material and
2 undisputed facts and legal determinations pursuant to NRCP 56(c):

3 I.

4 **FINDINGS OF MATERIAL AND UNDISPUTED FACTS**

5 1. The High Noon at Arlington Ranch consists of 342 townhomes in a
6 114-building development in Las Vegas, Nevada. Each town-home is a triplex
7 separate, freehold estate within the greater common-interest community called
8 High Noon at Arlington Ranch (the "Subject Property").

9 2. The High Noon at Arlington Ranch Homeowners Association (the
10 "HOA") is a Nevada nonprofit corporation, which manages the High Noon at
11 Arlington Ranch condominium community.

12 3. As with any corporation, the HOA must follow the rules of its
13 governing documents. In this case those governing documents are the High Noon
14 at Arlington Ranch Covenants, Conditions and Restrictions (the "CC&Rs"),
15 attached as Exhibit "A" to the Moving Papers, and referenced by both parties.

16 4. On June 7, 2007, the HOA filed suit against D.R. Horton, Inc., on
17 behalf of itself alleging causes of action entitled breach of warranty, breach of
18 contract and breach of fiduciary duty for alleged construction defects.

19 5. The HOA is seeking to recover damages in this action pursuant to
20 **NRS Chapter 116.**

21 6. Both parties to this motion agree that there are no material facts in
22 dispute (Opposition page 4, lines 8-10, Reply page 12, lines 8-9).

23 7. Pursuant to **NRS Chapter 116**, a homeowners association may only
24 bring suit in its own name on matters affecting the "common interest community."
25 **NRS 116.3102(1)(d).**

26 8. Six months after commencing suit, on January 21, 2008, the HOA
27 sent a **NRS 40.645** Notice to D.R. Horton alleging defects in both the common
28 areas and each of the 342 individual units at the Subject Property (hereinafter the

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1 "Chapter 40 Notice").

2 9. The boundaries of each individually owned unit, within the Subject
3 Property, is defined by Section 1.77 of the CC&Rs, which provides the following:

4 "Unit" or "Residential Unit" shall mean that residential portion of this
5 Community to be separately owned by each Owner (as shown and
6 separately identified as such on the Plat), and shall include all
7 Improvements thereon. As set forth in the Plat, a Unit shall mean a
8 3-dimensional figure: (a) the horizontal boundaries of which are
9 delineated on the Plat and are intended to terminate at the extreme
10 outer limits of the Triplex Building envelope and include all roof
11 areas, eaves and overhangs; and (b) the vertical boundaries of
12 which are delineated on the Plat and are intended to extend from an
13 indefinite distance below the ground floor finished flooring elevation
14 to 50.00 feet above said ground floor finished flooring, except in
15 those areas designated as Garage Components, which are detailed
16 on the Plat. Each Residential Unit shall be a separate freehold estate
17 (not owned in common with the other Owners of Units in the Module
18 or Properties), as separately shown, numbered and designated in
19 the Plat. Units shall include appurtenant Garage Components, and
20 certain (presently, Units 2 and 3 in each Module), but not all Units
21 shall include Yard Components. Declarant discloses that Declarant
22 has no present intention for any Unit 1 in a Module to have any Yard
23 Component. The boundaries of each Unit are set forth in the Plat,
24 and include the above-described area and all applicable
25 Improvements within such area, which may include, without
26 limitation, bearing walls, columns, floors, roofs, foundations, footings,
27 windows, central heating and other central services, pipes, ducts,
28 flues, conduits, wires and other utility installations.

19 10. Pursuant to the CC&Rs Section 9.3, the individual unit owners
20 are solely responsible for the maintenance and repair of items within their
21 individual units.
22

23 11. Section 9.3 of the CC&Rs provides in pertinent part as
24 follows:

25 **Section 9.3 Maintenance and Repair Obligations of Owners:** It
26 shall be the duty of each Owner, at his or her sole cost and expense,
27 subject to the provisions of this Declaration requiring ARC approval,
28 to maintain, repair, replace and restore all Improvements located on
his or her Unit, the Unit itself, and any Exclusive Use Area pertaining
to his or her Unit, in a neat, sanitary and attractive condition, except

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1 for any areas expressly required to be maintained by the Association
2 under this Declaration... Without limiting the foregoing, each Owner
3 shall be responsible for the following:

4 (a) maintenance, repair, and/or replacement of all exterior walls,
5 and all roof area of the Triplex Building (including the exteriors of
6 exterior walls of Yard Components) in which the Owner's Unit is
7 located, respectively appurtenant to said Unit, ...in conformity with
8 the original construction thereof; without limiting the foregoing,
9 exterior painting of Triplex Buildings shall be the responsibility of the
10 Owners of the Units in each Triplex Building, and if two (2) of the
11 three (3) such Owners agree that such exterior painting is required,
12 they shall have the right, following reasonable notice to the third such
13 Owners, to proceed with such painting and to require such third
14 Owner to equally or equitably share the cost of such painting.

15 (b) periodic painting, maintenance, repair, and/or replacement of the
16 front doors to the Owner's Units, and Garage sectional roll-up doors;

17 (c) annual inspection and repair or replacement of heat sensors, as
18 originally installed in certain (but not necessarily all) of the Owner's
19 Unit;

20 (d) cleaning, maintenance, repair, and/or replacement of any
21 and all plumbing fixtures, electrical fixtures, and/or appliances
22 (whether "built-in" or free-standing, including, by way of example
23 and not of limitation; water heaters (and associated pans),
24 furnaces, plumbing fixtures, lighting fixtures, refrigerators,
25 dishwashers, garbage disposals, microwave ovens, washers, dryers,
26 and ranges), within the Owner's Unit;

27 (e) cleaning, maintenance, painting and repair of the interior of the
28 front door of the Owner's Unit; cleaning and maintenance of the
exterior of said front door, subject to the requirement that the exterior
appearance of such door shall not deviate from its external
appearance as originally installed by Declarant;

(f) cleaning, maintenance, repair, and/or replacement of all
windows and window glass within or exclusively associated
with, the Owner's Unit, including the metal frames, tracks, and
exterior screens thereof, subject to the requirement that the
exterior appearance of such items shall not deviate from its external
appearance as originally installed by Declarant;

(g) cleaning, and immediate, like-kind replacement of burned-out
light bulbs, and broken light fixtures, with respect to the "coach
lights" at or near the front door of the Owner's Unit; in the event that
the Owner does not immediately accomplish his or her duties under

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1 this subsection (g), the Association shall have the rights set forth in
2 Section 9.1 (h), above.

3 (h) cleaning, maintenance, repair, and replacement of the HVAC,
4 located on an easement within the Common Elements, serving such
5 Owner's Unit exclusively (but not the concrete pad underneath such
6 HVAC), subject to the requirement that the appearance of such items
7 shall not deviate from their appearance as originally installed by
8 Declarant:

9 (i) maintenance, repair, and replacement of Garage remote openers,
10 subject to the requirement that any replacement therefor be
11 purchased by the Owner from the Association; and

12 (j) without limiting any of the foregoing: cleaning, maintenance,
13 repair, and replacement of the door opener and opening mechanism
14 located in the Owner's Garage (provided that any replacement door
15 opener shall be a "quiet drive" unit, at least as quiet as the unit
16 originally installed by Declarant), so as to reasonably minimize noise
17 related to or caused by an unserviced or improperly functioning
18 Garage door opener and/or opening mechanism.

19 (Emphasis added).

20 12. In this action, the HOA has made claims for the following defects,
21 among other claims, in its Chapter 40 Notice:

22 **Structural:**

23 11.01 Wallboard system failure; cracking

24 11.02 Wallboard ceiling and wall stains

25 14.01 Floor sheathing is improperly fastened.

26 15.01 Shower enclosure system failure; stained framing.

27 **Electrical:**

28 E.1 At the termination points of aluminum wires in the panels, lack
of wire preparation and insufficient torque tightness of conductors.

E.2 The load center is recessed and over cut into the wall space
beyond the code allowance.

E.3 The general quality of workmanship in the Electrical system
does not meet the code.

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- 1 E.3.1 Debris in panel.
- 2 E.3.2 Vague directory.
- 3 E.3.3 Open knockouts.
- 4 E.3.4 Lower/upper hallway switches reversed (9460 Thunder Sky
- 5 103).
- 6 E.3.5 Zero Torque on neutral (8810 Horizon Wind 103).
- 7 E.3.6 Exhaust fan not flush.
- 8 E.3.7 Wall switch cover bent (8785 Traveling breeze 101).
- 9 E.3.8 Fittings are not fire-sealed at main panel.
- 10 E.3.9 The outlet boxes in the fire-rated wall spaces are not installed
- 11 in a Code-approved assembly to assure fire-resistant integrity of the wall
- 12 space.
- 13 E.3.10 The Ground Fault Circuit Interrupter outlet failed to trip within
- 14 the established thresholds.
- 15 E.4 The grounding electrode system is not effectively bonded
- 16 together.
- 17 E.5 The cables were inadequately supported or not supported at
- 18 all.
- 19 E.6 NM cables are well within 6 ft. radius of attic access.
- 20 E.7 At the fire rated wall spaces or floor assemblies and the attic
- 21 access areas, the cables are running through fire rated walls or framing
- 22 members, in openings much greater than the conductor diameter.
- 23 E.8 The non-metallic cables in bored holes thru studs and framing
- 24 plates, and are within the restricted area specified by Code without the use
- 25 of required steel protection plates.
- 26 E.9 The boxes for wiring, devices and splices are required to be
- 27 flush to the finished surface.
- 28 E.10 The outlet for the dishwasher and disposal cords has been

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1 placed in an area where it is now blocked by the finish installation of the
2 cabinets and plumbing.

3 E.11 The required outlet along floor line is not present at wall
4 spaces.

5 E.13 The recessed lighting fixtures contain paint overspray.

6 E.14 The class 2 thermostat wires are a type PJ2, a non rated wire
7 for exposed use.

8 E.15 A/C disconnect is not sealed against the entry of washer
9 where the disconnect is attached to the structure.

10 **Plumbing:**

11 P.1 3-wall fiberglass shower or combination bath/shower modules
12 have "in-wall" valves, spouts and shower arms, are not properly aligned or
13 adequately secured to the wall structure, the spout nipple and valve
14 penetrations are not properly sealed.

15 P.2a The master tubs and Plan 102 shower pans lack support
16 bedding materials; fixtures creak and pop when stepped upon.

17 P.2b The wainscot panel surrounds are not properly sealed.

18 P.3 Toilets (a) are not securely mounted to the wood framed floors
19 and/or (b) closet bend grade slab penetrations are not sealed and/or the
20 closet ring is not secured to the floor.

21 P.4 Water heaters are inadequately sized, lack sufficient capacity
22 and recovery rates to satisfy the hot water demands of the residence.

23 P.5 Water heater drip collection pans discharge into a 2" pipe
24 nipple which is not integrated into the floor materials, the 2" line improperly
25 reduces down to 1" and pans' tailpiece is not solidly connected to the
26 discharge pipe; and are undersized.

27 P.6 Water heater temperature and pressure relief valve discharge
28 lines contain corrugated connectors which fail to meet the valve's surface

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1 temperature minimums and creates a reduction in the discharge pipe's size.

2 P.7 Water heater seismic restraint devices are either lacking 'vee'
3 blocks or the devices are not installed.

4 P.8 Water heater shutoff valves and/or heater connections are
5 prematurely corroding/failing.

6 P.9 Water heater flues ("B" vent stack) lack appropriate materials
7 and fittings.

8 P.10 Washing machine utility box have hose bib water connections,
9 piped with plastic tubing, lack sufficient rotating resistive stability to permit
10 proper operation; and/or the support arms are backwards and the box is
11 set-back from the drywall's face; and/or are improperly located in the party
12 walls.

13 P.11 Washing machine drain pans are equipped with 1" undersized
14 outlets, do not provide complete drainage, laundry area wall/floor joints are
15 not sealed and are not curbed/dammed to control/direct surface water flow
16 and piping does not discharge to the sanitary sewer.

17 P.12 Free-standing gas ranges are either lacking or have
18 improperly installed "anti-tip" bracket.

19 P.13 Dishwasher drain hoses from the air gap to the disposer are
20 either kinked or trapped, thus lacking positive slope.

21 P.14 Pedestal lavs located in the 103 Guest Bathroom have interior
22 cleanouts that are inaccessible due to the lav's pedestal.

23 P.15 Individual unit water service laterals lack individual shut off
24 valves.

25 P.17 Pressure reducing valves installed on the interior surface of
26 the garage walls are vulnerable and exposed to mechanical injury.

27 **Mechanical:**

28 M.1 The refrigerant lines are not properly weatherproofed at the

1 building line. Condensers are not secured to the pad.

2 M.2 FAUs sleeping on suspended angle iron hangers lack
3 "securement" and anti-sway stabilizers.

4 13. It was not contested that each of the above defects is contained
5 within the private units owned by the individual, non-party homeowners.

6
7 II.

8 **CONCLUSIONS OF LAW**

9 1. Actions must be prosecuted in the name of the real party in interest.
10 **NRC**P 17(a).

11 2. The only express power by an HOA to bring suit on behalf of unit
12 owners is set forth in **NRS** 116.3102(1)(d), entitled "Powers of the HOA", which
13 provides that an HOA may "[i]nstitute, defend or intervene in litigation or
14 administrative proceedings in its own name on behalf of itself or two or more units'
15 owners on matters affecting the common-interest community."

16 3. The definition of "common-interest community" pursuant to **NRS**
17 116.021 is as follows: "Common-interest community" means real estate with
18 respect to which a person, by virtue of his ownership of a unit, is obligated to pay
19 for real estate other than that unit. "Ownership of a unit" does not include holding
20 a leasehold interest of less than 20 years in a unit, including options to renew."

21 4. The definition of "common-interest community" as set forth in **NRS**
22 116.021 is different than the definition in the Colorado Statute, **CRS** 38-33.3-
23 103(8), as cited by the HOA in its Opposition to the present motion. Specifically,
24 **CRS** 38-33.3-103(8) does not include the phrase "other than that unit." Because
25 **NRS** 116.021 is different than **CSR** 38-33 3-103(8), the Colorado cases cited in
26 the opposition purporting to define the Nevada statute are distinguishable.

27 5. As the Nevada Supreme Court held in *Albion v. Horizon*
28 *Communities, Inc.*, 132 P.3d 1022 (2006), the Court will interpret a rule or statute

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1 in harmony with other rules or statutes, but will construe statutes such that no part
2 of the statute is rendered nugatory or turned to mere surplusage. *Id.* at 1028. As
3 such, this Court finds that the legislature intended to have the words "other than
4 the unit" considered in any interpretation of *NRS* 116.021 and that the Nevada's
5 legislature intended to limit the definition to exclude claims within the Unit.

6 6. As *NRS* 116.2102 defines unit boundaries, which includes the
7 phrase "[e]xcept as otherwise provided by the declaration," the definition of the
8 Unit Boundaries as found in Section 1.77 of the High Noon at Arlington Ranch
9 Homeowner's Association CC&Rs control.

10 7. Section 1.77 of the CC&Rs provides in pertinent part that each Unit
11 at Arlington Ranch includes a 3-dimensional figure: (a) the horizontal boundaries
12 of which are delineated on the Plat and are intended to terminate at the extreme
13 outer limits of the Triplex Building envelope and include all roof areas, eaves and
14 overhangs; and (b) the vertical boundaries of which are delineated on the Plat and
15 are intended to extend from an indefinite distance below the ground floor finished
16 flooring elevation to 50.00 feet above said ground floor finished flooring, except in
17 those areas designated as Garage Components, which are detailed on the Plat.

18 8. As the claims cited are the property of the individual unit owner, the
19 CC&Rs do not confer the right or the duty upon the HOA to take these claims from
20 the unit owners and pursue them in the name of the HOA. The right to pursue
21 defect claims related to the units remains with the individual homeowners and
22 these rights can not be taken away.

23 9. As the HOA is not empowered by either statute or the CC&Rs to
24 pursue the Defects at Issue, the HOA cannot pursue construction defect claims for
25 any item contained within the individual units, for which ownership rights belong
26 solely to an individual homeowner.

27 10. This court finds that the HOA only has standing to sue for defects
28 that are within the common interest community that are defined within the CC&R's.

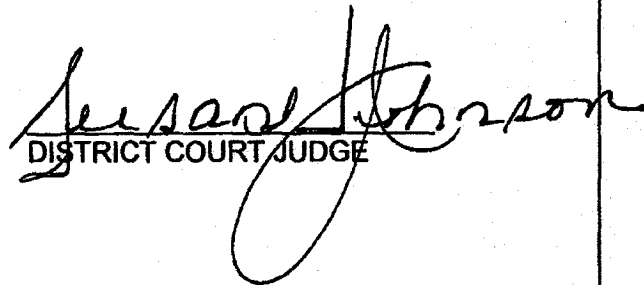
III.

ORDER AND JUDGMENT

IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

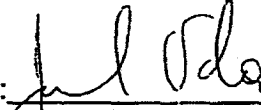
That Partial Summary Judgment is entered in favor of Defendant D.R. Horton, Inc. and against the HOA, such that the HOA is precluded from pursuing claims related to the individual units and/or owned by the individual unit owners.

DATED this 2nd day of July, 2008.


DISTRICT COURT JUDGE

Prepared and submitted by:

WOOD SMITH HENNING & BERMAN

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District Case Inquiry - Minutes

Home	Case 05-A-499743-C		Status ACTIVE
Summary	Plaintiff First Light Homeowners Assn	Attorney Quon, Nancy E.	
Case Activity	Defendant D R Horton Inc	Attorney Juan, Chen M.	
Calendar	Judge Earl, Allan R	Dept.	19
Continuance			
Minutes			
Parties	Event 09/15/2008 at 10:30 AM	ALL PENDING MOTIONS (9/15/08)	
Judgments	Heard By Earl, Allan R		
District Case	Officers Greer Jennison, Court Clerk		
Party Search	Lara Corcoran, Reporter/Recorder		
Corp. Search	Parties 0001 - First Light Homeowners Assn	No	
Atty. Search	P1		
Bar# Search	006099 Quon, Nancy E.	Yes	
ID Search	003861 Christensen, James R.	Yes	
Calendar Day	006916 Bruce, Jason	Yes	
Holidays	0002 - D R Horton Inc	No	
Help	D1		
Comments &	006177 Wolfenzon, Bruno	Yes	
Feedback	006694 Jennings, David S.	Yes	
Legal Notice	0003 - D R Horton Inc	No	
	TP		
	0004 - A-1 Express Blinds Factory	No	
	TD		
	0005 - AMPAM RCR Companies Inc	No	
	TD		
	007601 Betke, A A.	Yes	
	0006 - Action Backhoe And Bobcat Inc	No	
	TD		
	0007 - All Purpose Of Las Vegas Inc	No	
	TD		
	0008 - All Pupose Windows And Doors	No	
	DB		
	0009 - Bee Lure Painting Inc	No	
	TD		
	010650 Kulkarni, Rahul	Yes	
	0010 - Bill Youngs Masonry Inc	No	
	TD		
	0011 - Bradley Window Corporation	No	
	TD		
	0012 - Brandon LLC	No	
	TD		
	0013 - First Premier Drywall And Paint	No	
	DB		
	009252 Barrington, James M.	Yes	
	0014 - Bricker Construction Inc	No	
	TD		
	0015 - Bronco Construction Inc	No	
	TD		
	0016 - Campbell Concrete Of Nevada	No	
	TD		
	0017 - Campbell Concrete	No	

DB		
0018 -	C And D Construction Services Inc	No
TD		
0019 -	Central Valley Insulation Inc	No
TD		
0020 -	Classic Door And Trim Inc	No
TD		
006309	Gibbons, Bradley V.	Yes
0021 -	Concrete Inc	No
TD		
0022 -	Concrete Specialties Services Inc	No
TD		
0023 -	Daves Drywall Inc	No
TD		
0024 -	Distinctive Marble Inc	No
TD		
0025 -	Efficient Enterprises Inc	No
TD		
0026 -	Efficient Electric	No
DB		
0027 -	Environmental Control Of Nevada	No
TD		
0028 -	Econ	No
DB		
006772	Padgett, Anne E.	Yes
0030 -	Hardwood Creations Inc	No
TD		
0032 -	Dupont Flooring Systems Inc	No
DB		
0033 -	Hunsaker And Associates Nevada Inc	No
TD		
0034 -	Iron Specialists	No
TD		
0035 -	L And S Air Conditioning Heating And Fi	No
TD		
0036 -	Lukestar Corporation	No
TD		
0037 -	Champion Masonry	No
DB		
0038 -	M And M Construction Inc	No
TD		
0039 -	MS Concrete Co	No
TD		
010650	Kulkarni, Rahul	Yes
0040 -	MS Concrete LLC	No
DB		
0041 -	Mc Kimmey Electric Inc	No
TD		
0042 -	Merrilat Corporation	No
TD		
0043 -	Mestas Roofing Inc	No
TD		
009252	Barrington, James M.	Yes
0044 -	Nevada Construction Cleanup	No

TD		
0045 -	Nevada State Plastering	No
TD		
009252	Barrington, James M.	Yes
0046 -	OPM Inc	No
TD		
0047 -	Consolidated Roofing	No
DB		
0048 -	Premier Electric LLC	No
TD		
0049 -	Quality Wood Products LTD	No
TD		
0050 -	Reyburn Lawn And Landscape Designers In	No
TD		
007107	Mullin, Jennifer A.	Yes
0051 -	RP Weddel And Sons Co	No
TD		
0052 -	Sound And Secure	No
TD		
0053 -	Eagle Sentry	No
DB		
004545	Broussard, Carolyn M.	Yes
0054 -	Southwest Iron Works	No
TD		
0055 -	Southwest Iron Works LLC	No
DB		
0056 -	Statewide Lighting Inc	No
TD		
0057 -	Stewart And Sundell Concrete Inc	No
TD		
0058 -	Vegas General Construction Co	No
TD		
0059 -	Western Shower Door Inc	No
TD		
0060 -	Charmac Inc	No
DB		

ALSO APPEARING: Andrew Chiu Esq. for Eagle Sentry.

DEFT'S MTN FOR PARTIAL SUMMARY JUDGMENT RE: HOA STANDING ...
 JOINDERS FILED
 BY THIRD PARTY DEFTS ... ALL PURPOSE WINDOWS & DOORS ... NEVADA
 STATE
 PLASTERING ... CONSOLIDATED ROOFING ... FIRST PREMIER DRYWALL ...
 MESTAS
 ROOFING ... EAGLE SENTRY ... CLASSIC DOOR & TRIM ... AMPAM RCR ...
 CENTRAL
 VALLEY INSULATION ... FIRE STOP

Court has reviewed the multiple joinders and amicus curiae briefs filed and
 notes that many issues were raised in the opposition, reply, sur-reply and
 Pltfs' supplementary points and authorities.

Colloquy between Court and Mr. Wolfenzon on whether similar motions have