EXHIBIT "16"



KOELLER NEBEKER CARLSON HALUCK ILP

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CLERK OF THE COURT

DISTRICT COURT

CLARK COUNTY, NEVADA

HIGH NOON AT ARLINGTON RANCH HOMEOWNERS ASSOCIATION, a Nevada non-profit corporation, for itself and for all others similarly situated, Case No. 07A542616 Dept. No. XXII

Plaintiff,

Defendants.

Electronic Filing Case

Vs.

D.R. HORTON, INC., a Delaware Corporation; DOE INDIVIDUALS 1-100; ROE BUSINESS or GOVERNMENTAL ENTITIES 1-100, inclusive,

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JAN 31 ZOII
CLERK OF THE COURT

SUSAN H. JOHNSON
DISTRICT JUDGE
DEPARTMENT XXII

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FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

This matter, concerning Defendant D.R. HORTON, INC.'S Motion to Compel Compliance with NRS Chapter 40 filed November 19, 2010, came on for hearing on the 20th day of January 2011 at the hour of 9:00 a.m. before Department XXII of the Eighth Judicial District Court, in and for Clark County, Nevada, with JUDGE SUSAN H. JOHNSON presiding; Plaintiff HIGH NOON AT ARLINGTON RANCH HOMEOWNERS ASSOCIATION appeared by and through its attorneys, JOHN STANDER, ESQ. and ASMARA S. TARAR, ESQ. of the law firm, ANGIUS & TERRY; and Defendant D.R. HORTON, INC. appeared by and through its attorneys, JOEL D. ODOU, ESQ. and THOMAS E. TROJAN, ESQ. of the law firm, WOOD SMITH HENNING & BERMAN. Having reviewed the papers and pleadings on file here, heard oral arguments of the parties and taken this matter under advisement, this Court makes the following Findings of Fact and Conclusions of Law:

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easements and enjoyment.

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FINDINGS OF FACT

Plaintiff HIGH NOON AT ARLINGTON RANCH HOMEOWNERS

- Plaintiff HIGH NOON AT ARLINGTON RANCH HOMEOWNERS 1.
- ASSOCIATION is the governing body of a 342-unit triplex townhouse planned development/ common-interest community created pursuant to NRS Chapter 116 and located within Las Vegas, Clark County, Nevada. The community consists of townhouse units, owned by the Association's members, as well as common elements owned by Plaintiff over which the homeowners have
- The community was developed, constructed and sold by Defendant D.R. HORTON, 2. INC. in or about 2004 to 2006.1
- The subject property consists of 114 structures, each building of which contains three 3. (3) units, for a total of 342 homes. The instant action involves claims for damages arising out of constructional defects on the exterior of and in the building envelopes in which Plaintiff has no ownership interest, as well as within the units' interiors. The alleged constructional defects include, but are not limited to structural, fire safety, waterproofing defects, and deficiencies in the civil engineering/landscaping, roofing, stucco and drainage, architectural, mechanical, plumbing, HVAC, acoustical, electrical, and those relating to the operation of windows and sliding doors.²
- According to Defendant D.R. HORTON, INC., it did not receive notice of the alleged 4. constructional defects under NRS 40.645, until January 21, 2008, over six (6) months after the Complaint was filed. Within that notice, Plaintiff alleged a variety of different constructional defect categories, comprising of sub-categories of dissimilar defect allegations, the vast majority of which are located within the individual homes. In Defendant's view, the NRS 40.645 notice does not set forth the defects in "reasonable detail" as required by the statute, as well as the holding in D.R.

¹See Complaint filed June 7, 2007, Paragraph 10, p. 3.

²See Complaint filed June 7, 2007, Paragraph 16, p. 4.

Horton, Inc. v. District Court, 123 Nev. 468, 168 P.3d 731 (2007).3

- 5. Notwithstanding the deficiency in the NRS 40.645 notice, Defendant D.R. HORTON,
- 5. Notwithstanding the deficiency in the NRS 40.645 notice, Defendant D.R. HORTON, INC. claims it responded, noting it desired to exercise its right of inspection, and possibly repair, pursuant to NRS 40.6472. Plaintiff HIGH NOON AT ARLINGTON RANCH HOMEOWNERS ASSOCIATION allegedly initially denied Defendant's request to inspect all homes. Thereafter, when Defendant D.R. HORTON, INC. made a second request, Plaintiff conceded, but made the inspections difficult and expensive, and ultimately allowed only 154 out of the 342 units to be inspected. Accordingly, Defendant D.R. HORTON, INC. now moves this Court to dismiss the claims relating to constructional defects allegedly located within the 228 homes it was not allowed to inspect.
- 6. Plaintiff disagrees with Defendant's assessment, arguing the notice and supplemental notices do not identify the constructional defects in "reasonable detail," satisfying the requirements of NRS 40.645 and holding of D.R. Horton, Inc., 123 Nev. 468, 168 P.3d 731. Furthermore, when the alleged disagreements and difficulties with inspections occurred, Plaintiff was represented by QUON BRUCE CHRISTENSEN. There is no dispute between the parties that Plaintiff's current attorneys, ANGIUS & TERRY, have been very cooperative, and recently have, and will permit an inspection of the remaining 228 homes.

CONCLUSIONS OF LAW

1. This Court first incorporates its Findings of Fact and Conclusions of Law set forth within its January 25, 2011 Order, which granted in part, denied in part, Plaintiff's Motion for Declaratory Relief filed September 30, 2010. In so doing, this Court restates a preliminary inquiry concerning whether Plaintiff HIGH NOON AT ARLINGTON HOMEOWNERS ASSOCIATION has standing to sue on behalf of its 342 units' owners, or any of them (including the 228 members

³This decision has also been referred to by courts and attorneys as the First Light 1.

whose homes were not inspected), in its representative capacity, concerning the alleged constructional defects located within the individual units. As set forth in detail within those constructional defects located within the individual units. As set forth in detail within those Findings of Fact and Conclusions of Law, this Court concludes Plaintiff does not have such standing to sue on behalf of 342 units' owners concerning the constructional defects located within the units' interiors. This Court's focus, then, shall be upon the notice of constructional defects as well as Plaintiff's cooperation concerning inspections, as they pertain to the Association's common elements and the exteriors or envelopes of the 114 buildings in which the triplex units are housed.

- 2. NRS 40.600, et seq., which concerns constructional defect actions and claims, was enacted by the Nevada Legislature to provide contractors with an opportunity to repair defects in order to avoid litigation. Shuette v. Beazer Homes Holding Corporation, 121 Nev. 837, 853-854, 124 P.3d 530, 542 (2005. To ensure contractors are given an opportunity to repair, the Nevada Legislature required a claimant to give a contractor notice in "reasonable detail," and, based upon that notice, to allow the contractor time and opportunity to inspect and make repairs when the defect was verified. See NRS 40.645(2) and 40.647(1). A claimant's failure to comply with those requirements before filing a constructional defect action under NRS Chapter 40 results in dismissal or postponement of that action until the claimant complies with those requirements. See NRS 40.647(2).
- 3. NRS 40.645 specifies what is required in a pre-litigation constructional defect notice. It requires a notice of constructional defects to state with "reasonable detail" the defects, any known causes, and the location of the defects. Indeed, NRS 40.645 states in salient part:
 - 2. The notice given pursuant to [NRS 40.645(1)] must:
 - (b) Specify in reasonable detail the defects or any damages or injuries to each residence or appurtenance that is the subject of the claim; and

- (c) Describe in reasonable detail the cost of the defects if the cause is known, the nature and extent that is known of the damage or injury resulting from the defects and the location of each defect within each residence...to the from the defects and the location of each defect within each residence...to the extent known.
- 3. [The notice may include] expert opinion concerning the cause of the constructional defects and the nature and extent of the damage or injury resulting from the defects which is based on a valid and reliable representative sample of the components of the residences or appurtenances...as notice of the common constructional defects within the residences...to which the expert opinion applies.
- 4. [O]ne notice may be sent relating to all similarly situated owners of residences...within a single development that allegedly have common constructional defects if:
 - (b) [Among other things,] it is the opinion of the expert that those similarly situated residences...may have...common constructional defects.
- 4. "Chapter 40 Notices," or those pre-litigation notices provided by claimants to contractors/developers under NRS 40.645 are *presumed* to be valid. <u>D.R. Horton, Inc.</u>, 123 Nev. at 481, 168 P.3d at 741. A contractor desiring to challenge the adequacy of a pre-litigation notice bears the burden of doing so with specificity. <u>Id.</u>
- Because each case is factually distinct, the district court has wide discretion to consider the contractors' challenge to the reasonableness of the pre-litigation or Chapter 40 Notice.

 Id.
- 6. In ascertaining the Nevada legislature's intention when it drafted NRS 40.645, the Nevada Supreme Court in D.R. Horton, Inc., 123 Nev. 468, 168 P.2d 731, examined the legislative history. During a legislative hearing discussing the 2003 amendments to NRS 40.645, the representative of the contractors' lobby, which advocated the contractors' opportunity to repair, testified a process was envisioned through which claimants with similarly-situated homes, who found a defect they believed common throughout their homes, could hire an expert to conduct a representative sampling of their homes. The contractors' lobbyist explained the expert should be

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allowed to use the results of that sampling to extrapolate the percentage of houses within a group of homes the expert estimated were affected by that common defect. The claimants then would be homes the expert estimated were affected by that common defect. The claimants then would be required to provide the contractor notice of the defect in compliance with the requirements of NRS 40.645 and the opportunity to repair. ⁴ The contractors' lobbyist further explained that, once the contractor received the pre-litigation notice, "he has...[the] opportunity to make a business decision." Some contractors, having received notice of a defect, will "avail [themselves] of the opportunity to notify all the other claimants who could have [that] problem, according to the expert's report, and deal with them directly."5 If the contractor decides not to notify the claimants of the alleged defect, the claimants would then have the right to initiate a constructional defect action.

The contractors' lobbyists stated the process would apply to defects that were common throughout many houses. The intent was that a contractor, having received a notice that either a workmanship or design defect existed, would sent a letter to every claimant who, according to its records, might be affected. D.R. Horton, Inc., 123 Nev. at 478, 168 P.3d at 739. In that letter, the contractor would notify the claimants that, according to the expert's extrapolation, a defect might exist in their homes. The contractor would invite each claimant to "[p]lease call us and we will come out, inspect, repair, or replace [the defect]." If the contractor decided not to avail himself of the opportunity to repair, the claimant would have the right to sue and petition "the court [to] exact the appropriate penalty."⁷ The burden of verifying a defect is upon the contractor, not the claimant.

Given the aforementioned history, the Nevada Supreme Court in D.R. Horton, Inc., 123 Nev. at 478, 168 P.3d at 739, noted it was clear the Nevada legislature intended to preserve an opportunity for contractors to repair the homes they construct. It was also clear contractors were entitled to

⁴Hearing on Senate Bill (SB) 241 before the Assembly Committee on the Judiciary, 72nd Leg. (Nev. May 16, 2003).

⁶Hearing on SB 241 before the Assembly Committee on the Judiciary, 72nd Leg. (Nev. May 16, 2003), p. 34.

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reasonable notice of alleged defects in claimant homes so they can verify and repair those defects in lieu of litigation. If the contractors decided to verify and repair, they would be responsible for the lieu of litigation. If the contractors decided to verify and repair, they would be responsible for the costs to do so. However, this responsibility on the contractors' part does not relieve the claimant of the duty to provide reasonable notice of what defects exist, and a reasonable approximation of the location of those defects.

"Extrapolation" is defined as "[t]he process of estimating an unknown value or 7. quantity on the basis of a known range of variables."8 Extrapolation encompasses the statistical use by an expert of a valid and reliable representative sample to formulate an opinion that similarlysituated residences and appurtenances may have common constructional defects. Homes included within the scope of the extrapolated notice typically will be similarly situated if they are part of a subset of homes within the development. As the Nevada Supreme Court stated: "In some cases, a subset of homes for extrapolation purposes may be those of a particular floor plan. In other cases, depending on the nature or location of the defect, the subset of homes to which the extrapolated notice applies may be even narrower, such as home of a particular elevation within a particular floor plan. Likewise, a valid extrapolated notice may be limited to a subset of homes in which a particular product type of construction was used. In all cases, an extrapolated notice is valid only if it identifies the subset or characteristics of the subset to which it applies. In order to achieve the minimum statistical basis that the reasonable threshold test requires, we suggested the district court require the claimants' expert to test and verify the existence of the alleged defect in at least one of the homes in each subset of homes included within the scope of the extrapolated notice. Additionally, the claimants must provide the address of each home tested and clearly identify the subset of homes to which the pre-litigation notice applies."

⁸D.R. Horton, Inc., 123 Nev. at 479, 168 P.3d at 739-740, quoting Black's Law Dictionary, p. 625 (8th ed. 2004)

SUSAN H. JOHNSON DISTRICT JUDGE DEPARTMENT XXII 8. Once the district court determines a notice is reasonable, the contractor bears the burden of verifying and repairing the alleged defects in every home in the subset of homes identified burden of verifying and repairing the alleged defects in every home in the subset of homes identified in the extrapolated notice. In so stating, should the contractor opt not to exercise its opportunity to repair, the claimant can then commence litigation; the claimant then bears the burden of proving the existence of each defect and the extent of damages resulting from those defects in each residence as part of his/her damages presentation. Shuette, 121 Nev. at 855-857, 124 P.3d at 543-544.

- 9. As noted above, the issues here are now limited to whether Plaintiff HIGH NOON AT ARLINGTON RANCH HOMEOWNERS ASSOCIATION provided adequate notice pursuant to NRS 40.645 concerning alleged constructional defects within the common elements and upon or within the exteriors of the envelopes of the 114 triplex-unit buildings, and whether Plaintiff cooperated with the NRS Chapter 40 pre-litigation process, particularly with allowing Defendant D.R. HORTON, INC. the right to inspect.
- with NRS Chapter 40 filed December 6, 2010, a Notice was provided to Defendant D.R. HORTON, INC. on January 19, 2008. This Notice indicated with respect to roofing defects that Plaintiff's expert, R.H. ADCOCK, conducted roof inspections on 47 percent, or a total of 54 of the 114 buildings. Of the 54 roofs inspected, 31 were of Elevation "A" and 23 were of Elevation "B." Of the 31 Elevation "A" roofs inspected, 24 visual and 16 destructive tests were conducted. Of the 23 Elevation "B" roofs inspected, 19 were visually inspected, and 9 were tested destructively. The location of the roofing defects were identified by address.

⁹See Exhibit 2 to Plaintiff's Opposition to Motion to Compel Compliance with NRS Chapter 40 filed December 6, 2010, p. 1. Of the total 114 buildings, 61 were built as Elevation "A" with the "straight" gable end, and 53 were construction as Elevation "B" with the "clipped" gable end.

¹⁰Presumably, 9 roofs were both visually and destructively tested. Also see Exhibit 2, pp. 3-4.

¹¹Again, presumably 5 roofs were both visually and destructively inspected. Also see Exhibit 2, pp. 6-7.

report. Given the errors found, the percentages set forth within this Findings of Fact and Conclusions of Law are those calculated by the Court.

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1	11 / *	iles Unsecured Within 3 Ft. Open Rake Perimeter Area" in 16
		2%); Inderlayment Short Along Open Rake" in 16 (52%); and
2 2	J" (8	Inderlayment Short Along Open Rake" in 16 (52%); and
3	9) "E	dge Metal Reverse Lapped At Corner" in 2 (6%).
4	Open rake defects were noted as	follows in Elevation "B" buildings:
5	11	Damaged Open Rake Trim Tile" in 1 (4%);
	1)	Overexposed Open Rake Trim Tile" in 8 (35%);
6		rim Tiles Do Not Butt Field Tiles" in 11 (48%); ingle Fastener At Shortened Trim Tile" in 9 (39%);
7	II	Veatherblock Missing At Transition" in 14 (61%);
		rim Tiles Secured Through Stucco" in 9 (39%);
8	7) "T	iles Unsecured Within 3 Ft. Open Rake Perimeter Area" in 9 (39%);
9		Inderlayment Short Along Open Rake" in 8 (35%); and
10	9) "E	dge Metal Reverse Lapped At Corner" in 1 (4%).
11	Valley defects were noted as fol	lows in Elevation "A" buildings:
12	1) "F	lashing Short At Eave" in 1 (3%);
		'ermination Obstructed By Riser Metal" in 4 (13%);
13	li '	Debris" in 5 (16%);
14	II '	Unsecured Valley Tiles" in 16 (52%);
		Closed Valley—Tile Lugs Obstruct Water Flow" in 16 (52%) lashing Nailed Within 6 Inches Of Centerline" in 4 (13%);
15		eat Sheet Short At Termination" in 8 (26%); and
16		Edge Metal Over Sweat Sheet" in 5 (16%).
	r	
17	Valley defects were noted as fol	lows in Elevation "B" buildings:
18	1) "F	lashing Short At Eave" in 1 (4%);
19		ermination Obstructed By Riser Metal" in 3 (13%);
	1	Debris" in 4 (17%);
20		Unsecured Valley Tiles" in 9 (39%);
21	3	Closed Valley—Tile Lugs Obstruct Water Flow" in 9 (39%)
		lashing Nailed Within 6 Inches Of Centerline" in 5 (22%); eat Sheet Short At Termination" in 3 (13%); and
22	11	Edge Metal Over Sweat Sheet" in 2 (9%).
23	Ridge defects were noted as foll	ous in Floration "A" buildings:
24	Ridge defects were noted as follows:	bws in Elevation A bundings.
25	11	Damaged Ridge Trim Tile" in 1 (3%); Unsecured Ridge Trim Tile" in 20 (65%);
26		Mastic Application Improper At Ridge Trim Tiles" in 15 (48%); and
27		mproper Ridge Nailer Attachment" in 7 (23%).
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1	Ridge defects were noted as follows in Elevation "B" buildings:
2	1) "Damaged Ridge Trim Tile" in 2 (3%);
2	1) "Damaged Ridge Trim Tile" in 2 (3%);
3	2) "Unsecured Ridge Trim Tile" in 16 (70%) 3) "Mastic Application Improper At Ridge Trim Tiles" in 8 (35%); and
	4) "Improper Ridge Nailer Attachment" in 4 (17%).
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5	Confined rake defects were noted as follows in Elevation "A" buildings:
6	1) "Unsecured Confined Rake Tile" in 5 (16%);
~	2) "Pan Termination Obstructed By Riser Metal" in 7 (23%);
7	3) "Z-Bar Counterflashing Not Used" in 31 (100%);
8	4) "Pain Nailed Through" in 5 (16%); and
	5) "Pan Water Rail Flattened" in 13 (42%).
9	Confined rake defects were noted as follows in Elevation "B" buildings:
10	Commed rake defects were noted as follows in Dievation B buildings.
	1) "Unsecured Confined Rake Tile" in 1(4%);
11	2) "Pan Termination Obstructed By Riser Metal" in 5 (22%);
12	3) "Z-Bar Counterflashing Not Used" in 23 (100%);
	4) "Pain Nailed Through" in 3 (13%); and
13	5) "Pan Water Rail Flattened" in 8 (35%).
14	Headwall defects were noted in Elevation "A" buildings as follows:
15	1) "Overexposed Headwall Tiles" in 7 (23%);
16	2) "Unsecured Headwall Tiles" in 16 (52%);
10	3) "Flashing Too High" in 17 (55%); and
17	4) "Z-Bar Counterflashing Not Used" in 31 (100%).
18	Headwall defects were noted in Elevation "B" buildings as follows:
19	Headwan defects were noted in Elevation. B. bundings as follows.
	1) "Overexposed Headwall Tiles in 2 (9%);
20	2) "Unsecured Headwall Tiles" in 4 (17%);
2.1	3) "Flashing Too High" in 7 (30%); and
21	4) "Z-Bar Counterflashing Not Used" in 23 (100%).
22	Defects with respect to plumbing vents were noted in Elevation "A" buildings as follows:
23	
24	1) "Unsecured Tiles At Plumbing Vent Penetration" in 9 (29%);
4 T	2) "Bib Missing Or Improper" in 2 (6%);
25	3) "Nails Through Flashing Exposed" in 8 (26%); and 4) "Primary Flashing Flanges Less Than 6 Inches Outside The Cone" in
26	14 (45%).
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"Sheet Metal Flashing Laps Incomplete At Inside/Outside Corners" in 5
 (71%);

(71%);

3) "Sheet Metal Flashing Laps Without Sealant" in 6 (85%); and

4) "Sheet Metal Flashing Laps Less Than 4 Inches" in 4 (57%).

Of the 52 decks visually inspected, 26 or 50 percent were found to have an inadequate slope and/or ponding. Again, the locations of the defects were identified by address. Repair recommendations were also set forth.¹³

- and found "cracking" and "penetrations not sealed in 17 or in 26 percent. At Unit 102 of six buildings (at master bedroom horizontal surface), "missing backing" and "improper horizontal surface sheathing" were noted in all (100 percent). Same location in five buildings revealed defect "contact paper not removed from waterproof membrane" in 3 or 60 percent. "Waterproof membrane [was] missing at horizontal surface" at same location in 1 of 6 buildings inspected (17 percent). At same location "improper lap at vertical return" was noted in 3 of 6 buildings (50%). "Foam plant on notched out for shutter installation" was noted in 17 of 18 buildings (94%). Again, the defects were identified by address, and sometimes by specific unit number (102).
- 14. Plaintiff's expert also visually inspected 57 sliding glass doors, installed in Units 102 and 103 only, at 57 buildings, and invasively tested 11.¹⁷ Twenty-four (24) of 57 (or 42%) were found to have the defect "sliding glass door threshold vertical frame unsealed; stained tack strip." The "J" trim weep screen was short of nail fin at six of 10 locations (60%). "Missing sealant at head flashing to aluminum frame juncture" was found in 7 of 10 (70%). Again, the locations of the defects were identified by address.

¹³See Exhibit 2 of Plaintiff's Opposition to Motion to Compel Compliance, pp. 62-73.

¹⁴See Exhibit 2 of Plaintiff's Opposition to Motion to Compel Compliance, pp. 74-78.

¹⁵See Exhibit 2 of Plaintiff's Opposition to Motion to Compel Compliance, pp. 79-80.

¹⁶See Exhibit 2 of Plaintiff's Opposition to Motion to Compel Compliance, pp. 81-84.

¹⁷See Exhibit 2 of Plaintiff's Opposition to Motion to Compel Compliance, pp. 85-96.

91 inspected (82%). Of those 27 of 28 were located in Unit 101, 26 of 32 in Unit 102 and 22 of 31 91 inspected (82%). Of those 27 of 28 were located in Unit 101, 26 of 32 in Unit 102 and 22 of 31 in Unit/Plan 103. The "J" trim screed was short at entry door; blocked by concrete overpour at the entry doors of 13 of 22 units (59%). Thresholds were unsealed at jambs at French doors in 27 of 35 units (77%). Door paint failure or peeling was noted in 22 of 28 Unit 101 exterior doors leading to the private balcony. Again, location of defects found was identified by Plaintiff's expert by unit/plan type and address.

Plaintiff's expert visually inspected 719 of 2,850 total windows, and invasively tested 25, or .08 percent.²⁰ These windows included sliders, single hung, and stacked slider/shape. One hundred percent (100%) of windows invasively tested were found to be defective. Very few of those visually inspected were deemed defective.

17. After reviewing the reports of Plaintiff's expert, this Court found itself troubled by only one area, that being the window defects. That is, all alleged defective areas (roofing, stucco, doors) were identified by defect, location (by address and building), and the likelihood, by percentage, of the deficiency being present in locations that were not tested or inspected. However, as Defendant D.R. HORTON, INC. pointed out, there are 2,850 windows throughout the project, and Plaintiff's expert invasively tested less than one (1) percent. Further, in most cases, Plaintiff's expert conducted testing with respect to only one window in each the various units. Of the visual inspections, the expert found defects in less than ten percent (10%), and in most cases, less than five percent (5%). This Court also notes windows tested were not identified in the report by type, even though there are three different ones in each unit. In this Court's view, Plaintiff should more

¹⁸See Exhibit 2 to Plaintiff's Opposition to Motion to Compel Compliance, pp. 97-106.

¹⁹See Exhibit 2 to Plaintiff's Opposition to Motion to Compel Compliance, p. 132.

²⁰See Exhibit 2 to Plaintiff's Opposition to Motion to Compel Compliance, p. 133.

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adequately identify the windows which contain the particular defects, whether it be by location in the home, product, or type of window. the home, product, or type of window.

- In summary, this Court concludes, upon the distinct facts and circumstances of this 18. case, Plaintiff HIGH NOON AT ARLINGTON RANCH HOMEOWNERS ASSOCIATION'S extrapolated pre-litigation notice, except for that pertaining to window defects, satisfied the requirements of NRS 40.645 and met the "reasonable threshold test" as set forth in D.R. Horton, Inc., 123 Nev. 468, 124 P.3d at 731. As set forth in D.R. Horton, Inc., supra, Plaintiff is entitled to provide notice of constructional defects by utilizing extrapolation under NRS 40.645. Defendant D.R. HORTON, INC. is, thus, notified "in reasonable detail" where the constructional defects are likely to be, and it now bears the burden of verifying and repairing the alleged defects in the common areas and building exteriors as identified in the extrapolated notice. In so stating, Plaintiff HIGH NOON AT ARLINGTON RANCH HOMEOWNERS ASSOCIATION must recognize and understand Defendant D.R. HORTON, INC. may opt not to exercise its opportunity to repair, and then, through litigation, it will bear the burden of proving the existence of each defect and extent of damages resulting from those defects in each of the buildings' exteriors and common areas as part of its presentation.
- Based upon the evidence presented, this Court concludes Defendant D.R. HORTON, 19. INC. failed to meet its burden, and did not overcome the presumption of validity of the Plaintiff's pre-litigation notice with respect to all areas, except windows. That is, Defendant D.R. HORTON, INC. met its burden to prove the insufficiency of the pre-litigation notice as it pertains to windows only.

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SUSAN H. JOHINSON DISTRICT JUDGE DEPARTMENT XXII 20. In so concluding, this Court notes the aforementioned Findings of Fact and Conclusions of Law are unique to this case, and not to be used as a "Notice Protocol" in any other Conclusions of Law are unique to this case, and not to be used as a "Notice Protocol" in any other case. The sufficiency of any pre-litigation or NRS Chapter 40 notice must be decided on a case by case basis.

Accordingly, based upon the aforementioned Findings of Fact and Conclusions of Law:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED Defendant D.R. HORTON, INC.'S Motion to Compel Compliance with NRS Chapter 40 filed November 19, 2010 is hereby denied in part, granted in part.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED Plaintiff HIGH NOON AT ARLINGTON RANCH HOMEOWNERS ASSOCIATION shall amend its pre-litigation notice to define, in reasonable detail, the constructional defects to the windows, their location, type, all of which are outlined above, within thirty (30) days from the date of this Court's Findings of Fact, Conclusions of Law and Order, or no later than February 28, 2011.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED Defendant D.R.

HORTON, INC. has thirty (30) days from the date of this Court's Findings of Fact, Conclusions of
Law and Order to decide which steps it will take in this case with respect to the constructional
defects concerning the areas or disciplines, other than window installation, within Plaintiff's
common areas or those dealing with the 114 triplex building exteriors.

DATED this 28th day of January 2011.

SUSAN H. JOHNSON

OURT JUDGE

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

POR MEDIATION PURPOSES ONLY. N.R.S. 48,109 and N.R.S.40,680

10.0 FIRE RESISTIVE CONSTRUCTION

Violations of Codes and Standards:

Electronically Filed

- tions of Codes and Standards:

 Jun 09 2011 04:07 p.m.

 2000 International Building Code Sections 719.1(2), 14.1.3 pacie K. Lindeman

 Table 719.1 Footnote o, and Table 601-602Gypsum Association
 17th Edition of the Fire Resistance Design Manual requirements of Supreme Court

 April 2003, 1975 22 and 1975 25 April 2003, WP5512 and WP5515.
- Gypsum Association-17th Edition of the Fire Resistance Design Manual requirements April 2003, General Explanatory Notes, Page 9, Note #22.
- Gypsum Association ES Report ER-1632 (February 1, 2002) Section 2.4.2 and Section 2.4.3.
- Gypsum Association ESR Report ESR-1338 (December 1, 2004) Sectional & 2.2 and Section 4.2.2.5
- Uniterwiters Language de Design U905 and U941. en en en la lace de la companya de la co La companya de la co
 - Plans and Specification Sheet FD-1.
 - Plans and Specifications Sheet A-2.1 Keynote 1.
 - Standard of Care.

Resultant Damage:

- Risk of structure fire and Life Safety Hazard.
- Breach in one-hour construction.
- Breach in STC rating.
- Repair requires destruction of non-defective interior finishes.

Repair Recommendation:

Perform this repair in conjunction with structural repairs. Remove fasteners at random to verify improper fastener size for one-hour fire rated construction party walls. In addition to the 7 addresses already inspected, and 4 found defective, assume 57% of unit to unit party walks without shear panels require the following repair:

- Remove and store property away from area of repair.
- В. Re-fasten with size, type and spacing required for one-hour fire rated construction party wall.
- C. Apply drywall compound at nail heads, prime and paint to match existing, corner to corner.
- D. Re-install property to original locations.

Preliminary Defect List & Repair Recommendations January 7, 2008

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

10.0 FIRE RESISTIVE CONSTRUCTION

10.06 Defect: Drywall fastener size is improper for 1-hour wall fire rating; less than 8d nail and/or less than 1-3/4" Type W drywall screws @ shear-wall. Location: Unit to Unit party walls.

Horizon Wind 8729 Unit 101			Thunder Sky 9480 Unit 101
Horizon Wind 8749 Unit 101	Tom Noon 8636 Unit 101	Horizon Wind 8749 Unit 101	Tom Noon 8638 Unit 101
forizon Wind 8760 Unit 101	Tom Noon 8788 Unit 101		Tom Noon 8788 Unit 101
	Torn Noon 8928 Unit 101		Tom Noon 8829 Unit 101
	Traveling Breeze 8694 Unit 101		Traveling Breeze 8894 Unit 101
	Traveling Breeze 8785 Unit 101		Traveling Breeze 8785 Light 101
經濟學學學學學		CASC CONTRACTOR OF THE PARTY OF	
Addresses:	8	Addresses Inspected:	distributed the literature of the state of t

8 of 9 tested 89 % at unitypian 101

	Ton Noneas Chi 102	Horzon Wind 85:0 Unit ((2	lionson sulfation
	Traveling Breeze 8665 Unit 102	Horizon Wind 8749 Unit 102	Traveling Breeze 6666 Unit 102
torizon Wind 8810 Unt 102	Traveling Breeze 9674 Unit 102		Traveling Breeze 8674 Unit 102
Thursder Sky 9440 Unit 102	Manufacture (Manufacture (Manuf	Thunder Sky 9440 Unit 102	Traveling Breeze 6764 Unit 102
Addresses:	5	Address: Insurated:	8
	al Alexandro (1865). Co	Realist medications	The second secon

5 of 8 tested 63% at unit/plan 102

Line Ward OCCO Last 100		SALVANIA SA	See also make the transfer week
terizon Wind 8650 Unit 103	Traveling Bresze 8645 Unit 103	il-tottaget Wand 8650 Unit 103	Traveling Breeze 8645 Unit 103
Crizar Wind 8670 Un 103	Traveling Breeze 8775 Unit 103	Horizon Wind 8670 Unit 163	TRANSPORTER TO THE TOTAL
lorizon Wind 8730 Unit 103	Traveling Breeze 6924 Unit 103	Horizon Wind 8730 Unit 103	Traveling Breeze 8824 Unit 103
lorizon Wind 8740 Unit 103		Horizon Wind 8740 Unit 103	
torizon Wind 8759 Unit 103		Horizon Wind 8759 Unit 103	· · · · · · · · · · · · · · · · · · ·
torizon Wind 8789 Unit 103		Horizon Wind 8789 Linit 103	
hunder Sky 9440 Unit 103		Thunder Sky 9440 Unit 103	<u> </u>
	Bernal District Market Service		
Addresses;	10	Addresses Inspected:	14

10 of 10 tested 100% at unit/plan 103

23 of 27 tested=85%

ARLINGTON RANCH
Preliminary Defect List &
Repair Recommendations
January 7, 2008
10.0 FIRE RESISTIVE CONSTRUCTION

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 719.1(2), 14.1.3 l, m, Table 719.1 Footnote o, Pootnote 1 and Table 601-602Gypsum Association-17th Edition of the Fire Resistance Design Manual requirements April 2003, WP5512 and WP5515.
- Gypsum Association-17th Edition of the Fire Resistance Design Manual requirements April 2003, General Explanatory Notes, Page 9, Note #22.
- Gypsum Association ES Report ER-1632 (February 1, 2002)
 Section 2.4.2 and Section 2.4.3.
- Gypsum Association ESR Report ESR-1338 (December 1, 2004)
 Section 4.2.2 and Section 4.2.2 a
- Constructed about the Design of Son 1941.
 - Plans and Specification Sheet FD-1.
 - Plans and Specifications Sheet A-2.1 Keynote 1.
 - Standard of Care.

Resultant Damage:

- Risk of structure fire and Life Safety Hazard.
- Breach in one-hour construction.
- Breach in STC rating.
- Repair requires destruction of non-defective interior finishes.

Repair Recommendation:

Perform this repair in conjunction with structural repairs. Remove drywall as necessary to verify existence of plywood shear panel behind drywall and improper fastener size for one-our fire rated construction party wall. In addition to the 28 addresses already inspected, and 23 found defective, assume 85% of unit to unit party walls with shear panels (see structural drawings for shear panel locations) require the following repair:

- A. Remove and store property away from area of repair.
- B. Re-fasten with size, type and spacing required for one-hour rated construction occupancy separation wall over plywood or OSB shear panel.
- C. Apply drywall compound at nail heads, prime and paint to match existing, corner to corner.
- D. Re-install property to original locations.

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

10.0 FIRE RESISTIVE CONSTRUCTION

10.07 Defect: Drywall fastener size is improper for 1-hour fire rating; less than 6d nail and/or less than 1-1/4" Type W drywall screws.

Location: Attic one-hour rated construction walls.

Astanta di Bara			
Horizon Wind 8650 Unit 101	Thunder Sky 9480 Unit 101	Horizon Wind 8650 Unit 101	Thunder Sky 9480 Unit 101
Horizon Wind 8729 Unit 101	Tom Noon 8638 Unit 101	Hortzon Wind 6729 Unit 101	Tom Noon 8838 Unit 101
Hortzon Wind 8749 Unit 101	Tom Noon 8788 Unit 101	Horizon Wind 6749 Unit 101	Tom Noon 8788 Unit 101
Harizon Wind 8760 Unit 101		Horizon Wind 8760 Unit 101	Tom Noon 8828 Unit 101
			Traveling Breeze 8694 Unit 101
	Traveling Breeze 8785 Unit 101		Terresilas Das - CTOC Link 404
	1 8	Addresses (menerted)	16
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CARGO CONTRACTOR CONTRACTOR			
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LINE COLUMN TO STATE OF THE STA	Tori Naon Hill Hall 102		Tom Nacon 8616 Unit 102
Horzon Wind 8680 Unit 102			Tom-Neon 8758 Unit 102
Hortzon Wind 8749 Unit 102			Traveling Breeze 8865 Unit 102
Flortzon Wind 8796 UVII 102	Travellati Greece 8674 Unit 102	Hortzon Wind 8799 Unit 102	Traveling Breeze 6674 Unit 102
	Traveling Breeze 8694 Unit 102	Horizon Wind 8810 Unt 102	Traveling Breeze 8694 Unit 102
Thunder Sky 9440 Unit 102	Travelling Breeze 8764 Unit 102		Traveling Breeze 8764 Unit 102
	Traveling Breeze 6805 Unit 102		Templing Deserte 000E Unit 100
		L	
AWII CSSES;	12	Addresses Inspectate	12
上的特殊性的			

12 of 13 tested 92% at unit/plan 102

With the second			
Horizon Wind 8649 Unit 103			A STATE OF THE STA
Horizon Wind 8650 Unit 103	Horizon Wind 8789 Unit 103	Horizon Wind 8649 Unit 103	Horizon Wind 8789 Unit 103
Horizon Wind 8670 Unit 103	Thunder Sky 9440 Unit 103 Tom Noon 8679 Unit 103		Thursder Sky 9440 Unit 103
HODERWING TO CLASS (CO.	Impelia Seem \$45 Lat 103	Hadrand/lat 9790 508 103	Tom Noon 9679 Unit 103
Transferrat gauges divent Old 100	Traveling Breeze 8775 Unit 103		Traveling Breeze 8775 Unit 103
Horizon Wind 8759 Unit 103	Traveling Breeze 8824 Unit 103	Harizon Wind 9750 Ltd 100	T
		The state of the s	
20001.099097	12	Addresses Inspected:	12

12 of 12 tested 100% at unit/plan 103

32 of 35 tested=91%

Preliminary Defect List & Repair Recommendations January 7, 2008

FOR MEDIATION PURPOSES ONLY. N.R.S. 48.109 and N.R.S. 49.680

10.0 FIRE RESISTIVE CONSTRUCTION

Violations of Codes and Standards:

- 2000 International Building Code Sections 719.1(2), 14.1.3 L m, Table 719.1 Footnote o, and Table 601-602Gypsum Association-17th Edition of the Fire Resistance Design Manual requirements April 2003, WP5512 and WP5515.
- Gypsum Association-17th Edition of the Fire Resistance Design Manual requirements April 2003, General Explanatory Notes, Page 9. Note #22.
- Gypsum Association ES Report ER-1632 (February 1, 2002)
 Section 2.4.2 and Section 2.4.3.
- Gypsum Association ESR Report ESR-1338 (December 1, 2004)
 Section 4.2.2.2 and Section 4.2.2.3
- Underwise Taborator Ul-Design U305 and U341.
- Plans and Specification Sheet FD-1.
- Plans and Specifications Sheet A-2.1 Keynote 1.
- Standard of Care.

Resultant Damage:

- Risk of structure fire and Life Safety Hazard.
- Breach in one-hour construction.
- Repair requires destruction of non-defective interior finishes.

Repair Recommendation:

Perform this repair in conjunction with structural repairs. Remove fasteners at random to verify improper fastener size for one-hour fire rated construction party walls. In addition to the 35 addresses already inspected, and 32 found defective, assume 91% of attic one hour walls requires the following repair:

- A. Re-fasten attic one hour walls with size, type and spacing required for one-hour fire rated construction party wall.
- B. Apply drywall compound at nail heads, prime and paint to match existing, corner to corner.
- C. Re-install property to original locations.

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

11.01 Defect: Wallboard system failure; cracking.

Location: At unit interiors.

Violation of Codes and Standards:

- Plaster and Drywall Systems Manual, 3rd Edition, 1988, Chapter 12, pages 110-112 & 226-227, 229.
- Standard of Care.

Resultant Damage:

- Wallboard cracking.
- Not maintainable as constructed.

Repair Recommendations:

- A. Repair wallboard cracking at walls and ceilings, with fiberglass

 mesh tape and joint compound. Assume 46% of the units with an

 average of 8.7 lines and other.
 - B. Texture repair areas to match existing. Paint entire ceiling or wall plane to match existing. (Coordinate with other interior repairs).

FOR MEDIATION PURPOSES ONLY. N.R.S. 48.109 and N.R.S. 48.580

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	English and the second of the second					
		and the second s	Horizon Wind 8650 Unit 101	Torn Noon 8658 Unit 101		
	Horizon Wind 8669 Unit 101	Tom Noon 8717 Unit 101	Horizon Wind 8669 Unit 101	Turn Noon 8717 Unit 101		
	Horizon Wind 8729 Unit 101		Horizon Wind 8729 Unit 101	Tom Neon 8718 Unit 101		
	Horizon Wind 8730 Unit 101		Hindizon Wind 8730 Unit 101	Tenn Noon 8788 Unit 101		
	Horizon Wand 8749 Unit 101	Tom Noon 8818 Unit 101	Horizon Wind 8749 Unit 101	Toms Noon 8818 Unit 101		
	Harizon Wind 8750 Unit 101		Harizon Wind 8750 Unit 101	Torn Noon 8828 Unit 101		
	Horizon Wind 8760 Unit 102	Traveling Breeze 8644 Unit 101	Horizon Wind 8760 Unit 101	Traveling Breeze 8644 Unit 101		
	Horizon Wind 8789 Unit 101	Traveling Process 8694 Unit 101	Herizon Ward 8789 Unit 101	Traveling Breeze 8694 Unit 101		
	Horizon Wind 8799 Unit 101		Horizon Ward 8799 Unit 101	Traveling Preeze 8695 Unit 101	I	
	Horizon Wind 8800 Unit 101		Harizon Wind 8800 Unit 101	Traveling Breeze 8725 Unit 101	I	
	Thunder Sky 9440 Unit 101		Thurder Sky 9440 Unit 101	Traveling Breeze 8755 Unit 101	}	
			Thunder Sky 9480 Unit 101	Trayeling Breeze 8765 Unit 101		
STATE OF THE STATE	HITTORY CHARLEST HOLD BEAUTY	Secretary Commences	CHILLY SERVER OF A HOUSE		general and the second of the	***
A Committee of the Comm		Selection of the select	La me in in School bill Erran.	Finds Prince Add Strain Passes		
	Yang and the second	AND THE REAL PROPERTY.				
·	Addresses:	15	Addresses Inspected:	28		
				28 28		

15 of 28 units inspected=54% at Unit /Plan 101

THE RESERVE OF THE PERSON OF T			The state of the state of
		Horizon Wind 8639 Unit 102	Torn Noon 8618 Unit 102
		Harizon Wand 8660 Unit 102	Tora Noon 8637 Unit 102
Horizan Wind 8679 Unit 102	Torn Noon 8647 Unit 102	Hodgen Wind 8679 Unit 102	Tom Noon 8647 Unit 102
Horizon Wind 8729 Unit 102	Tom Noon 8668 Unit 102	Husizon Wind 8729 Unit 102	Tama Noon 8668 Unit 102
Harizon Wind 8740 Unit 102	Torn Noon 8679 Unit 102	Horizon Ward 8740 Unit 102	Touri Noon 8679 Unit 102
		Horizon Wind 8749 Unit 102	Tora Noon 8689 Unit 102
	Tom Noon 8718 Unit 102	Horizon Ward 8750 Unit 102	Tom Noon 8718 Unit 102
lorizon Wind 8759 Unit 102		Hxizon Wind 8759 Unit 102	Tom Noon 8758 Unit 102
Forizon Wind 8760 Unit 102	Tom Noon 8768 Unit 102	Harizon Word 8760 Usfr 102	TouriNoon 87/58 Unit 102
lonison Ward 8780 Chir 102	Tom Noon 8828 Can 102	Harizon Wind \$780 Unit 102	Tom Noon 8828 Unit 102
Korizon Wind 8789 Unit 102		Horizon Ward 8789 Unit 102	Traveling Breeze 8654 Unit 102
Kuizon Wind 8799 Unit 102		Horizon Wind 8799 Unit 102	Traveling Presse 8665 Unit 102
		Horizon Wind 8810 Unit 102	Traveling Breeze 8674 Unit 102
		Horizon Wind 8820 Unit 102	Traveling Breeze 8694 Unit 102
		Thurder Sky 9440 Unit 102	Traveling Breeze 8764 Unit 102
inunder Sky 9470 Unit 102	Traveling Breeze 8805 Unit 102	Thunder Sky 9470 Unit 102	Traveling Breeze 8805 Unit 102
	The EVOLUTION OF STREET	SECTION OF THE SECTIO	
Addresses	16	Addresses Inspected:	37

16 of 32 units inspected=50% at Unit /Plan 102

POR MEDIATION PURPOSES ONLY. N.R.S. 48,109 and N.R.S. 48,680

			The Charles Large Street		i	
				Charles various process		
	Horizon Wind 8639 Unit 103	Thunder Sky 9460 Unit 109	Harizon Wind \$639 Unit 103	Thunder Sky 9460 Unit 103		
		Thunder Sky 9470 Unit 103	Horizon Wind 8640 Unit 103	Thunder Sky 9470 Unit 108		
1			Harizan Wind 8649 Unit 108	Tom Noon 8618 Unit 103		
			Horizon Wind 8650 Unit 103	Tom Noon 8637 Unit 108		
			Horizon Wind 8670 Unit 103	Tom Noon 8679 Unit 103		
	Horizon Wind 8680 Unit 103	Tom Noon 8698 Unit 103	Florizon Wind 8680 Unit 103	Torn Noon 8698 Unit 103		
	Horizon Wind 8729 Unit 103	Torn Noon 8708 Unit 103	Florizon Wind 8729 Unit 103	TamNoon 8708 Unit 103	ĺ	
	Horizon Wind \$730 Unit 103	Tom Noon 8718 Unit 103	Horizon Wind 8730 Unit 103	TomNoon 8718 Unit 103		
	Harizon Wind 8750 Unit 108	- \	Horizon Wind 8740 Unit 103	Tom Noon 8757 Unit 109		
	PERSONAL ANGUL SADO COM RGS		Horizon Wind 8750 Unit 103	Tom Noon 8787 Unit 103	,	
	Horizon Wind 8779 Unit 103		Horizon Wind 8759 Unit 103	Thaveling Process 8645 Unit 103	l	
وووده والمدال المحاصين ومجاد والوامية والمتا			Harizon Wind 8779 Unit 103	Traveling Breeze 8694 Unit 103	lenous contract of the second of the second	45
and of the control of			The facility of the State of		great Committee and a second second	175
				Traveling Breeze 8824 Unit 101		
			Thurnder Sky 9450 Unit 103	Davidse Dictar Coll Ro	ı	
			Addresses Innocrint	31	1	
		1				

11 of 31 units inspected=35% at Unit /Plan 103

42 of 91 inspected =46% at Combined Units /Pian Types

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

11.02 Defect: Wallboard ceiling and wall stains.

Location: Unit interiors.

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. Standard of Care.

Resultant Damage:

- Risk of structure fire and Life Safety Hazard.
- Breach in one-hour construction.
- Breach in STC.
- Breach in 510.

 Repair requires destruction of non-defective interior finishes. ROM RECOMMENDATION AND ADDRESS OF THE PROPERTY OF THE PROPERTY

Assume 2% of the units require the following repair:

- Remove and store property away from area of repair.
- B. Repair interior drywall stains with Kilz primer. Assume 4 square
- C. Paint entire wall and/or ceiling planes to match existing (coordinate with other interior repairs).

POR MEDIATION PURPOSES OWLY. NRS. 48.109 and NRS.40.680

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			Horizon Wand 8669 Unit 101	Tour Noon 8717 Unit 101
· ·			Horizon Wind 8729 Unit 101	Tom Noon 8718 Unit 101
			Horizon Wind 8730 Unit 101	Ton: Non 8788 Unit 101
			Horizon Wind 8749 Unit 101 Horizon Wind 8750 Unit 101	Tom Noon 88 (8 Unit 10) Tom Noon 8828 Unit 101
			Horizon Wind 8760 Unit 101	Traveling Breeze 8644 Unit 101
			1	Thaveling Breeze 8634 Unit 101
				Traveling Breeze 8605 Unit 101
·			Horizon Ward 8800 Unit 101 Thunder Sky 9440 Unit 101	Traveling Breeze 8725 Unit 101 Traveling Breeze 8725 Unit 101
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0 of 28 units inspected=00% at Unit/Plan 101

		Hortzon Word 8629 Unix 102	Tom Noon 8518 Unit 102
		Harizon Wind 8650 Unit 102	Forn Noon 8637 Unit 102
		Harizan Wind 8679 Unit 102	Then Noon 8647 Unit 102
		Horizon Wind 8729 Unit 102	TormNoon 8668 Unit 102
		Horizon Wind 8740 Unit 102	Tona Noon 8679 Unit 102
		Hocizon Wind 8749 Unit 102	Torn Noon 8689 Unit 102
		Hedzon Wind 8750 Unit 102	Tour Noon 8718 Unit 102
brizon Wand 8759 Unit 102	Tom Noon 8758 Unit 102	Horizon Wind 8759 Unit 102	Torn Noon 8758 Unit 102
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		Horizon Wind 8780 Unit 102	Torn Neon 8828 Unit 102
		Horizon Ward 8789 Unit 102	Traveling Process 8654 Unit 102
		Harizon Wind 8799 Unit 102	Traveling Brosse 8665 Unit 102
		Horizon Wind 8810 Unit 102	Traveling Breeze 8674 Unit 102
		Horizon Wand 8820 Unit 102	Traveling Breeze 8694 Unit 102
		Thurder Sky 9440 Unit 102	Traveling Breeze 8764 Unit 102
		Thurder Sky 9470 Unit 102	Traveling Breeze 8805 Unit 102
STATE OF THE STATE	建了。但我们的关系的	不多。但是他是我们的人们	
Addresses:	2	Addresses Inspected:	32

2 of 32 units inspected=6% at Unit /Plau 102

FOR MEDIATION PURPOSES ONLY. N.R.S. 48.109 and N.R.S. 48.680

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			Harizon Ward 8639 Unit 108	Thurder Sky 9460 Usit 100	
			Hisrizon Wind 8640 Unit 108	Thunder Sky 9470 Unit 103	
•			Horizon Wind 8649 Unit 108	Toun Noon 8618 Unit 103	
			Harizon Ward 8650 Unit 108	Rom Noon 8637 Unit 103	
			Horizon Wind 8670 Unit 103	Tom: Noon 8679 Unit 103	
			Harizon Wind 8680 Unit 103	Tour Noon 8698 Unit 103	
			Horizon Wind 8729 Unit 108	Tom Noon 8708 Unit 103	
			Horizon Wind 8730 Unit 103	TomNoon 8718 Unit 103	
			Horizon Wind 8740 Unit 103	Torn Noon 8757 Unit 103	
-	· · · · · · · · · · · · · · · · · · ·		Horizon Wind 8750 Unit 103	Tom Noon 8787 Unit 103	
			Horizon Wind 8759 Unit 103	Traveling Breeze 8645 Unit 103	
etropological control of the control			Horizon Ward 8779 Unit 103	Traveling Breeze 8694 Unit 103	
			清 1. (1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1	the control of the state of the	Control of Assessment
No service and the service and	The second secon				Management and the second of t
				Traveling Breeze 8824 Unit 103	
	7 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -	AND THE RESERVE TO THE PARTY OF THE PARTY.	Thunder Sky 9450 Unit 103		
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0 of 31 units inspected=00% at Unit /Plan 103

2 of 91 inspected =2% at Combined Units/Plan Types

FOR MEDIATION PURPOSES ONLY. N.R.S. 48.107 and N.R.S.40.680

14.01 Defect: Floor sheathing is improperly fastened. (Floor squeaks).

Location: At top of stairs and second floors of all units.

Violations of Codes and Standards:

- 2000 International Building Code Sections 804.4.1.
- American Plywood Association Design Construction Guide.
- Standard of care.

Resultant Damage:

- Noisy floor system.
- Not maintainable as constructed.

Repair Recommendations:

Assume 68% units require the following repair:

- A Remove furniture and other demans resconney to perform repair.

 B. Pull comparation maining occuran recessary to perform repair. Assume 30 square feet.
- C. Re-fasten area as necessary to eliminate area of squeaks.
- D. Re-install padding and re-stretch carpet.
- Re-install furniture and items to original locations. E.

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Horizon Wind 8650 Unit 101		Horizon Wind 8650 Unit 101	Town Noon 8658 Unit 101
Horizon Wind 8669 Unit 101		Horizon Wand 8669 Unit 101	Tom Noon 8717 Unit 101
Horizon Wind 8729 Unit 101		Hodgon Wind 8729 Unit 101	Tom Noon 8738 Unit 101
Kerizon Wind 8730 Unit 101	Tour Noon 8788 Unit 101	Horizon Wind 8730 Unit 101	Tora Noon 8788 Unit 101
forizon Wand 8749 Unit 101		Horizon Ward 8/49 Unit 101	Tom Noon 8818 Unit 101
Enrizon Wind 8750 Utrit 101		Harizon Wind 8750 Unit 101	Tom Noon 8828 Unit 101
Brizon Wind 8760 Unit 101	Traveling Breeze 8644 Unit 101	Hazan Wind 8760 Unit 101	Traveling Breeze 8644 Unit 101
	Traveling Breeze 8694 Unit 101	Horizon Wind 8789 Unit 101	Traveling Breeze 8694 Unit 101
Krizon Wind 8799 Unit 101		Harizon Wind 8799 Unit 101	Traveling Preeze 8695 Unit 101
facizon Wind 8800 Unit 101	Traveling Breeze 8725 Uhit 101	Horizon Wind 8800 Unit 101	Threeling Breeze 8725 Unit 101
Prander Sky 9440 Unit 101	Traveling Breeze 8755 Unit 101	Thunder Sky 9440 Unit 101	Draveling Breeze 8755 Unit 101
	Traveling Breeze 8765 Unit 101	Thurder Sky 9480 Unit 101	Traveling Breeze 8765 Unit 101
hunder Sky 9490 Unit 101	Traveling Breeze 8785 Unit 101	Thurder Sky 9490 Unit 101	Traveling Breeze 8785 Unit 101
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Addresser	10	Address Imperied:	40

18 of 28 units inspected=64% at Unit/Plan 101

Horizon Wind 8639 Unit 102	Torn Neon 8618 Unit 102	Hixizon Wind 8639 Unit 102	Tom Noon 8618 Unit 102
Horizon Wind 8660 Unit 102	Tom:Noon 8637 Unit 102	Horizon Wind 8660 Unit 102	Tom Noon 8637 Unit 102
Horizon Wind 8679 Unit 102	Tour Noon 8647 Unit 102	Horizou Wind 8679 Unit 102	Torn Noon 8647 Unit 102
Horizon Wind 8729 Unit 1012	Tora Noon 8668 Unit 102	Horison Wand 8729 Unit 102	Torn Noon 8668 Unit 102
		Horizon Wind 8740 Unit 102	Tota Noon 8679 Unit 102
		Florizon Ward 8749 Unit 102	Tora Noon 8689 Urat 102
	Tom Noce 8718 Unit 102	Horizon Wind 8750 Unit 102	Torn Noon 8718 Unit 102
Horizon Wind 8759 Unit 102	Tom:Noon 8758 Unit 102	Horizon Wind 8759 Unit 102	Torra Noon 8758 Unit HTZ
Horizon Ward 8760 Unit 102		Horizon Wird 8760 Line 102	The Noon 8768 Unit 102
Hanzan Wand 8780 Unit 102	The second state of the second	Horzon Wird 8780 Unit 102	Tom Non 8828 Unit 102
Hortzon Wind 8789 Unit 102	Traveling Breeze 8664 Unit 102	Horizon Ward 8789 Unit 102	Thereting Breeze 8654 Unit 102
Ibrizon Wind 8799 Unit 102	Traveling Preeze 8665 Unit 102	Horizon Wind 8799 Unit 102	Thaveling Brocze 8666 Unit 102
torizon Wind 8810 (Init 102	Traveling Preeze 8674 Unit 102	Horizon Wind 8810 Unit 102	Traveling Breeze 8674 Unit 102
forizon Wind 8820 Unit 102		Horizon Wind 8820 Unit 102	Traveling Breeze 8694 Unit 102
Thunder Sky 9440 Unit 102	Traveling Preeze 8764 Unit 102	Thunder Sky 9440 Unit 102	Theveling Breeze 8764 Unit 102
flunder Sky 9470 Unit 102	Traveling Breeze 8805 Unit 102	Thunder Sky 9470 Unit 102	Traveling Breeze 8905 Duit 102
	Bartin Krita i Salah Salah		
Addictases:	1 24	Addresses Inspected:	31
	的数据数据数据数据数据数据数据数据数据数据数据数据数据数据数据数据数据数据数据	A CONTRACTOR OF THE COLUMN TWO IS NOT THE CO	

24 of 32 units inspected=75% at Unit /Plan 102

FOR MEDIATION PURPOSES ONLY. N.R.S. 48109 and M.R.S.40.680

Histison Wind 8639 Unit 103	Thunder Sky 9460 Unit 103	Horizon Wind 8639 Unit 103	Thunder Sky 9460 Unit 108	
	Thunder Sky 9470 Uset 103	Horizon Wind 8640 Unit 103	Thurder Sky 9470 Unit 103	
-	Tom Noon 8618 Unit 103	Harison Wind 8649 Unit 103	Torn Noon 2618 Unit 103	
		Herizon Wind 8650 Unit 103	Tom/None 8637 Unit 103	
Korizon Wind 8670 Unit 103		Horizon Wind 8670 Unit 103	Tom Nove 8679 Unit 103	
krizon Wind 8680 Unit 103	Tom Noon 8698 Unit 103	Horizon Ward 8680 Unit 103	Torn Noon 8698 Unit 103	
forizon Wind 8729 Unit 103		Horizon Wind 8729 Unit 10B	Torn Noon 8708 Unit 103	
		Horizon Ward 8730 Unit 108	Tom Noon 8718 Usit 103	
krizon Wind 8740 Unit 103	Tom Noon 8757 Unit 103	Horizon Wind 8740 Unit 108	Tom Noon 8757 Unit 103	
Iorizon Wind 8750 Unit 103	Tom:Noon 8787 Unit 103	Horizon Wind 8750 Unit 103	Torm Nation 8797 Unit 103	
Iorizon Wind 8759 Unit 108	Traveling Drosze 8645 Unit 103	Horizon Word 8759 Unit 103	Thaveling Breeze 8645 Unit 103	
krizon Wind 8779 Unit 108	Traveling Breeze 8694 Unit. 103	Horizon Wood 8779 Unit 103	Thereting Presse 8694 Unit 103	
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bunder Sky 940 Unit 103	Traveling Recease 8824 (Init 103	Thunder Sky 9440 Unit 103	Traveling Breeze 8824 Unit 103	
hunder Sky 9430 Unit 103	1	Trunder Sky 9450 Unit 103		
The second secon	ESTERNIS CONTROL CONTR		A STATE OF THE STA	
Addresses:	20	Address: Inspected:	31	

20 of 31 units inspected=65% at Unit /Plan 103

62 of 91 inspected =68% at Combined Units /Plan Types

Preliminary Defect List & Repair Recommendations January 7, 2008 FOR MEDIATION PURPOSES ONLY. N.R.S. 45,109 and N.R.S. 46,680

15.0 MISCELLANEOUS ARCHITECTURAL

15.01 Defect: Shower enclosure system failure; stained framing. Location: Unit 102 showers enclosure,

Horizon Wind 8639 Unit 102	Thombian 9619 I Lis 100	Horizon Ward 8639 Unit 102	TomNoon 8618 Unix 102
CARLOT TIME OLD CHE TOP	Total would be to the size	Horizon Wind 8660 Unit 102	
Exizon Wind 8679 Unit 102	Torn Noon 8647 Unit 102	Horizon Wind 8679 Unit 102	Torn Noon 8637 Unit 102 Torn Noon 8647 Unit 102
Karizon Wind 8729 Unit 102	Tam/Noon 8668 Unit 102	Horizon Wind 8729 Unit 102	Torn Noon 8668 Unit 102
	Tom Noon 8679 Unit 102	Horizon Wind 8740 Unit 102	Torn Noon 8679 Unit 102
	Tom-Noon 8689 Unit 102	Horizon Wind 8749 Unit 102	Tom Noon 8689 Unit 102
	Tem Noon 8718 Unit 102	Horizon Wind 8750 Unit 102	Tom Noon 8718 Unit 102
lorizon Wind 8759 Uhit 102	Toru Noon 8758 Unit 102	Harizon Wand 8759 Unit 102	Then Noon 8758 Unit 102
Carron World 2760 Unit 102		House West Co. Lind Co.	Chan Mora & 168 Link 102
		医性压缩的 医电路 经制度的现代	
Icitzia Ward 8789 Tink 102	Traveling Excess 8654 Unit 102	Harizon Ward 8769 Unit 102	Traveling Preeze 8654 Unit-102
brizon Wind 8799 Unit 102	Traveling Breeze 8665 Unit 102	Horizon Work 8799 Unit 102	Thaveling Breeze 8666 Unit 102
kaizun Wind 8810 Unit 102	and the second s	Harison Ward 9810 Chip 102	Traveling Breeze 8674 Unit 102
and the same of th	A SA A S	Horizon Wird 8820 CHIC 102	Triveling Breeze 8694 Lint 102
hander Sky 9440 Unit 102	Traveling Process 8764 Unit 102	Trunder Sky 9440 Unit 102	Thaveling Baccas 8764 Unit 102
hander Sky 9470 Unit 102	Traveling Breeze 8905 Unit 102	Thunder Sky 9470 Unit 102	Traveling Baceze 8805 Unit 102
	Control of the Contro		
Addresses:	22	Addresses Inspected:	72

Violations of Codes and Standards:

- (TCA) Tile Council of America requirements.
 - Standard of care.

Resultant Damage:

- Water intrusion causing damage to structural components and interior finishes.
- Unreasonable maintenance burden.

Repair Recommendations:

- A. At 69% of the Unit 102 shower enclosures to tile juncture free remove existing sealant and dust, dirt and other foreign items.
- B. Seal all enclosure to tile juncture with an approved scalant.

Preliminary Defect List & Repair Recommendations January 7, 2008

All the same of th

FOR MEDIATION PURPOSES ONLY. N.R.S. 48,109 and N.R.S. 40,680

15.0 MISCELLANEOUS ARCHITECTURAL

15.02 Defect: Exterior door paint failure; peeling.

Location: Unit 10f exterior doors leading to private balcony.

	Contract Contract		
Horizon Wind 8650 Unit 101	TomNoon 8658 Unit 101	Horizon Wind 8650 Unit 101	Torz Noon 8658 Urit 101
Horizon Wind 8669 Unit 101		Horizon Wind 8669 Unit 101	Thm Noon 8717 Unit 101
Horizon Wind 8729 Unit 101	Torn Noon 87 18 Unit 101	Hibrizon Wiret 8729 Unit 101	Tom Noon 8718 Unit 101
Horizon Wand 8730 Unit (0)	Tom Noon 8788 Unit 101	Hanzon Ward 8730 Unit 101	Tom Noon 8788 Unit 101
Horizon Wind 8749 Unit 101	Tom Noon 8818 Unit 101	Horizon Wind 8749 Unit 101	Tom Noon 8818 Unit 101
	Tom Noon 8828 Unit 101	Horizon Ward 8750 Unit 101	Tom Nova \$828 Unit 101
Hisrizen, Wind 8760 Unit 101	Traveling Preeze 8644 Unit 101	Horizon Wind 8760 Unit 101	Traveling Breeze 8644 Unit 101
Horizon Wind 8789 Unit 101	Traveling Presse 8694 Unit 101		Thaveling Breeze 8694 Unit 101
Richard W. Winds	The Property of the Party of th	SERVICE OF THE PARTY OF THE PAR	The state of the s
			State of the second second
CHANGE SKY SERVICION 101		Thunder Sky 9440 Unit 101	Traveling Breeze 8755 Unit 101
Thunder Sky 9480 Utilt 101	,		Traveling Breeze 8765 Unit 101
Thander Sky (2490 Unit 101	Traveling Breeze 8785 Unit 101		Description of the Section 101
IomiNoon 8638 Unit 101			Traveling Breeze 8805 Unit 101
New Committee of the Co		S PRINCES OF STREET	
Addresses:	22	Addresses Instructed:	enter la reconstituir de la companya del companya de la companya de la companya del companya de la companya del la companya de

Violations of Codes and Standards:

Standard of care.

Resultant Damage:

0.0

- Water intrusion causing damage to structural components and interior finishes.
- Unreasonable maintenance burden.

Repair Recommendations:

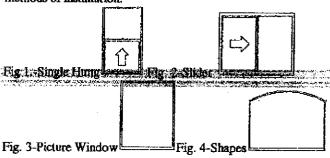
- A. At 79% of the Unit 101 exterior doors leading to the private balconies, remove existing paint.
- B. Apply two coats of exterior latex primer.
- C. Paint door to match existing

Preliminary Defect List & Repair Recommendations January 7, 2008

FOR MEDIATION PURPOSES ONLY. N.R.S. 48,169 and N.R.S. 49,686

R.H. Adcock inspected 719 windows visually at 91 units and invasively tested 25 windows at 25 units throughout the High Noon at Arliagton Project.

It was determined at High Noon at Arlington Ranch, the windows in all plan types, is 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:



Plan/Unit Type 101 has:

- 3-Slider Windows
- 3-Single Hung Windows
- 1-Stacked Slider/Shape Window

Plan/Unit Type 102 has:

- 5-Slider Windows
- 4-Single Hung Windows

Plan/Unit Type 103 has:

- 4-Slider Windows
- 4-Single Hung Windows
- 1-Stacked Slider/Shape Window

When the option at Plan/Unit Type 102 and 103 included a deck off of the masterbedroom the window type and configuration changed

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

16.01 Defect: Window system failure; staining. (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
 "Penetration Flashing Recommendations".
- Window Manufacturers Specifications (Alenco).
- CAWM Standard for Installation of Windows With Integral

 Violation of Management (CAWM 400.98)
- 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, exterior finishes, and interior finishes.
- Not maintainable as constructed.

Repair Recommendation:

This repair covered in 16.03 repair recommendation.

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

		A STATE OF THE STA		Heriza What 8670 (Init 101	7	Tous Noon 8658 Unit 101	7	
		Tom Noon 8717 Unit 101		Horizon Wind B669 Unit 101	7	Tom Noon 8717 Unit 101	7	İ
		Tom Noon 8718 Urit 102	2	Harizon Wind 8729 Unit 101	7	Forn Noon 8718 Unit 101	7	
				Horizon Ward 8730 Unit 101	7	Toen Noon 8788 Unit 101	7	į
				Hoxizon Wind 8749 Unit 101	7	Tern Noon 8818 Unit 101	[7]	ı
				Horizon Wind 8750 Unit to I	7	Thum Noon 8828 Unit 101	7	
				Horizon Wind 8760 Unit 101	7	Traveling Breeze 8644 Unit 101	7	
į				Harizon Wind 8789 Lisht 101	7	Thaveling Process 8694 Unit 101	7	
				Horizon Wind 8799 Urit 101	7	Traveling Breeze 8695 Unit 101	7	
	·····			Horizon Wind 8800 Unit 101	7	Thereting Breeze 8725 Unit 101	7	
		1	_	Thunder Sky 9440 Unit 101	7	Traveling Buceze 8755 Unit 101	7	
	inakan menandarah bira	The state of the s	K. 12	Usedo Sex (II) His III escense Si como a ser a se a se a se a se a se a se a s	38 X		37.6×	State of the second second
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]		A SAME DATE OF THE PARTY OF THE		Tora Noon Book Unit 101		Draweling License 8805 Unit (O)	7	
#								

3 of 196 windows inspected=2% at 28 units at Unit /Plan 101

	<u></u>	The state of the s		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		-
		Horizon V	Vind 8639 Unit 102	.9	Them Noon 8618 Unit 102	7
 		Horizon V	Vand 8660 Unit 102	9	Tom Noon 8637 Unit 102	9
		Horizou V	Vindi 8679 Unit 102	9	Tom Noon 8647 Unit 102	9
		Horizon V	Virual 8729 Christ 102	9	Tom Noon 8668 Unit KIZ	7
		Horizon V	Vind 8740 Unit 102	9	Tom Noon 867/9 Unit 102	9
		Horizon V	Vinel 8749 Unit 102	9	Tom Noon 8689 Unit 102	9
		Horison V	Find 8750 Unit 102	9	Tom Noon 8718 Unit 102	7
in a total of the DIN Medical and secure	29	Holzor	A 1739 Calc 102	9	Ibmi Noon 87-8 Unit 102	77
		Horizon V	And 8760 Unit 102	9	Torn Noon 8768 Unit 102	7
		Horizon W	And 8780 Unit 102	7	Tona Noon 8828 Unit 102	7
		Hhrizon W	And 8789 Unit 102	7	Traveling Presze 8654 Unit 102	9
	L. I	Horizon W	And 1799 Unit 102	9	Traveling Process 8665 Unit 102	7
		Horizon W	And 8810 Libit 102	9	Traveling Bucezo 8674 Unit 102	8
		Horizon W	find 8820 Unit 102	9	Traveling Breeze 8694 Unit 102	9
		Trunder S	ky 9440 Unit 102	17	Traveling Breeze 8764 Unit 102	9
		Thunder St	ky 9470 Uhit 102	7	Traveling Breeze 8805 Unit 102	7
TOWNS NAMED IN						100
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0 of 264 windows inspected=0% at 32 units at Unit /Plan 102

FOR MEDIATION PURPOSES ONLY. N.R.S. 48.199 and N.R.S.46.688

		1			Horizon Wind 8639 Unit 103		Thunder Sky 9460 Unit 103	1	i
		1			Horizon Ward 8640 Unit 103	9	Thunder Sky 9470 Unit 103		
		<u> </u>			Horizon Wind 8649 Unit 103	8	Tom Noon 8618 Unit 103	E	
					Horizon Wind \$659 Unit 103	9	Torn Noon 8637 Unit 103	2	
					Horizon Wind 8670 Unit 103	9	Torn Noon 8679 Unit 103	9	
			<u> </u>		Horizon Wand 8680 Unit 103	9	Tarra Noon 8698 Unit 103	8]
		1			Florizon Whed 8729 Unit 103	8	TornNoon 8708 Unit 103	. 8	}
		L.,	Tom Noon 8718 Unit 103	1	Horizon Wand 8730 Unit 103	9	Tom Noon 8718 Unit 108	8	
		<u>L.</u>			Horizon Wind 8740 Unit 103	9	Thon Noon \$757 Unit 103	9	
		<u> </u>			Himizon Wind 8750 Unit 103	9	Torn Noon 8787 Unit 103	8	
er kengal jaga kendal pengaran Pengaran pengaran Tibal pengaran		SIF IS		4 4 2 3 3 3 3 3 3 3 3 3 3	HIS RESTRICTION OF THE		Tom Noon 8787 Unit 100		Manager and the same and the same and the
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		<u> </u>			Florizon Wind 8789 Chit 100	8	Traveling Breeze 8744 Unit 103	8	
					Florizon Wand 8810 Unit 109	9	Traveling Breeze 8775 Unit 103	- 8	
	Thunder Sky 9440 Ubit 103	ı.			Thinds: Sky 9440 Ltdr 103	8	Travelog Breeze 8824 Unit 109	8	
	Thunder Sky 9450. Unit. 103	2			Thunder Sky 9450 Unit 103	8			
		线电			5./200	A CALL		A 10	

4 of 259 windows inspected=2% at 31 units at Unit /Plan 103

7 of 719 inspected tested=1% at 91 units at Combined Units /Plan Types

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. 48.689

16.02 Defect: Window installation failure; water intrusion during spray test. Location: At weather exposed windows.

	15 1-17	Committee in Committee of the Committee			
THE WARRY COLOR	5/-/-an-12				
Thunder Sky 9490 Unit 101	C. Caristic Cit	the formation of the same of the comment of the same o	known about		
III DE SKY SHOUGHE IUI		TornNoon 8638 Unit 101			Tom Noon 8638 Unit 101
				Harizon Wind 8650 Unit 101	Tom Noon 8828 Unit 101
					Traveling Breeze 8785 Unit 101
			6.4074		
Addresses:	2	Windows:	2	Addresses Inspected:	5

2 of 5 windows tested=36% at Unit /Plan 101

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Hartzen-Mind 8660-Lnit 102	ang and a special	transference and the second of the second		Hoter Wind 8000 Unit 102	Tom Noon 8756 Linu 102	
Horizon Wind 6749 Crit 102	1	· Samuel and the contract of the second second second		H01251 WH 18749 UNIT 102	Travelling Breeze 2665 Unit 102	
Thunder Sky 9440 Unit 102	1			Horizon Wind 8799 Unit 102	Traveling Breeze 8674 Unit 102	
the second of the second of the second		en e			Traveling Breeze 3634 Unit 102	
				Horizon Ward 9810 Urt 102	Traveling Breeze 8764 Unit 102	
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Addresses:	5	Windows:	5	Addresses laspected:	1 2	
			X			

5 of 11 windows tested=45% at Unit /Plan 102

	明 和 关节				
	A CA				
Horizon Wind 8649 Unit 103	1			Horizon Wind 8649 Unit 103	Tom Noon 8679 Unit 103
Horizon Wind 8650 Unit 103	1			Harlzon Wind 8850 Unii 103	Traveling Breeze 8775 Unit 103
	1			Harlzon Wind 8670 Unit 103	
	I			Horizon Wind 8,730 Chit 103	
e a destruit de la la constant de la		Andrew Control of the State of	anglise Carl	Exercise Adequates	produced with the second second second second
				Horizon Wind 6789 Unit 103	
Addresses	2	Wadows	2	Arkfrages Ingresteds	8
	10 K	off descriptions and			

2 of 8 windows tested=25% at Unit /Plan 103

9 of 24 windows tested=36% at Combined Units /Plan Types

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:

- AAMA 502 "Specification for Field Testing of Windows and Sliding Glass Doors."
- ASTM E 1105 "Field Determination of Water Penetration of Installed Exterior Windows, Curtain Walls and Doors by Uniform or Cyclic Static Air Pressure Difference."
- 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.
- Standard of care.

Resultents Daniager

- interior finishes.
 - Not maintainable as constructed.

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.40.686

16.0 WINDOWS

16.03 Defect: EPS not sealed at dissimilar material juncture (aluminum metal

frame).

Location: At weather exposed windows.

			3 7 7 7		
	Marie Control				Constitution of the Consti
Thunder Sky 9480 Unit 101	1	Torn Noon 8636 Unit 101	1	Thunder Sky 9480 Unit 101	Torn Noon 8638 Unit 101
Houizon Wind 8650 Unit 101	1	Tom Noon 8828 Unit 101	1	Horizon Wind 8650 Unit 101	Tom Noon 8829 Unit 101
		Traveling Breeze 8785 Unit 101			Traveling Breeze 8785 Unit 101
	医				
Addresses:	5	Whilever	5	Addresses Respected:	5
	海加强				
	Seid o	egapa sebiglemen			
Restrict English Said State		Ashard the filler of the same of the same of		40713	and the second second in the second
			15 Feb. 15		
talizan Mind 8639 Unit-102-	an established	TOTT NOOT WELL IT HERE	sever of conservation	Hollian Wind \$639 Unit 102	
brizantwind 8660 Unit 102	· · · · · · · · · · · · · · · · · · ·	Tom Noon 8/58 Unit 102	1	Hallson-Wind 8050 Unit 102	Tam Noon 8759 Unit-102
bricon Wind 8749 Unit 102	1	SV In Jacob Baser Complete	1	Hodzon Wind 8749 Unit 102	Traveling Breeze 6665 Unit 102
brizon Wind 8799 Unit 102	1	Traveling Greeze 8674 trit 102	1	Fortzon Wind 8799 Unit 102	Traveling Breeze 6674 Unit 102
hunder Sky 9440 Unit 102	1	Traveling Breeze 8694 Unit 102	1	Thurder Sky 9440 Unit 102	Traveling Breeze 8694 Unit 102
brizon Wind 8810 Unt 102		Traveling Breeze 8764 Unit 102		Horizon Wind 8810 Urt 102	Traveling Breeze 6764 Unit 102
				و کی ایک در این	
Addresses	12	Windowec	12	Addresses Inspected:	12
		nerske receptions	90 C.		

12 of 12 windows tested=100% at Unit /Plan 102

		in thingraphic constraints		Y. 1	
				No springers	Control of the contro
Hortzon Wind 8649 Unit 103		Tom Noon 8679 Unit 103		Horizon Wind 8649 Unit 103	Tom Noon 8679 Unit 103
Horizon Wind 8650 Unit 103	L	Traveling Breeze 8775 Unit 103	1	Hortzon Wind 8650 Unit 103	Traveling Breeze 8775 Unit 103
Horizon Wind 8670 Unit 109	. [Hodzog Wind 8670 Unit 103	
FOR A PART OF THE	Sec. of Percei	PARTICIPATE PROPERTY OF THE PARTY	يرح مهندرتا	FE1201 VANE 8730 UNI 103 =	manima chimini propriedo que neces.
Horizon Wind 8740 Unit 103				Horizon Wind 8740 Unit 103	
Horizon Wind 8789 Unit 103	1			Horizon Wind 8789 Unit 103	
en					
Addresses	8	Vilraloves	8	Addresses Inspected:	8
HAVE THE BARRY OF STREET	设可编				

9 of 9 windows tested=100% at Unit /Plan 103

25 of 25 windows tested=100% at Combined Units/Plan Types

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:

- One Coat Stucco Manufacturers Specifications (Expo Fibrewall -
- One Coat Stucco Manufacturers Specifications (La Habra ER-4226).
- One Coat Stucco Manufacturers Specifications (Nu Wall-ER-3177).
- One Coat Stucco Manufacturers Specifications (Omega -ER-4004).
- One Coat Stucco Manufacturers Specifications (Sto-ER-3804).
- One Coat Stucco Manufacturers Specifications (Western One
- Che Coar Stucco Manufacturers Specifications (Wife Tex -ER-3878).
 - Standard of Care.

Resultant Damage:

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

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

FOR MEDIATION PURPOSES ONLY. N.R.S. 48,189 and N.R.S.40,680

Repair Recommendation:

Coordinate this repair with other One Coat Stucco and structural repairs. Inspect 100% of windows following the AAMA 502.00 test. Assume 100% require the following repair:

- A. Remove and store shutters (see plans for shutter locations).

 Remove and discard 12-inches of One Coat stucco system from window perimeter. Use care to preserve integrity of existing building paper for re-installation of windows.
- B. Remove and discard existing foam plant-on surround.
- C. Remove and store 92% of the single hung windows and all fixed and slider windows. Remove and discard 18% of the single hung windows with alarmoontagts at the still:
- D Remove and discure existing damaged building paper and violatop flashings.
- E. Apply fungicide treatment by a licensed applicator to all existing framing.
- F. Install new plywood shims around framing opening to provide flush surface for window installation.
- G. Install new Moistop paper flashing in a "weather board" fashion and install new single hung windows and re-install stored windows with a continuous full bead of sealant and nails greater than 3 inches from frame corners. Straighten out bent nail fin corners (assume 52% of windows). Seal discontinuous stack-bar intersections.
- H. Install foam plant-on surrounds. Provide 45-degree chamfer at sill to shed water off window wall.
- Install new building paper in a "weather board" fashion with new Moistop paper flashing. Provide a minimum 6-inch side lap and 2inch head lap with existing building paper.
- J. Patch One Coat stucco system around the window perimeter per manufacturer's specifications using a bonding agent at the cold joints with texture and paint to match existing.
- K. Apply paint to entire window wall plane to match existing.
- Re-install shutters to original locations. Prime and paint to match existing color and sheen.
- M. Apply caulking between window frames and existing drywall.
- N. KILZ prime and paint drywall where staining has occurred (assume 1% of the total windows). Painting includes the drywall window surround and adjacent wall surfaces corner to corner. (Coordinate with other interior repairs).

FOR MEDIATION PURPOSES ONLY. N.R.S. 48,199 and N.R.S.40,684

16.04 Defect: Window frames installed without and/or incomplete scalant

behind nail fin.

Location: At weather exposed windows.

under Sky 9480 Unit 101	1	Tom Noon 8838 Unit 101	1	Thurder Sky 9480 Unit 101	Tom Noon 8638 Unit 101
	 	TomNoon 8828 Unit 101	- i -	Horizon Wind 8650 Unit 101	Tom Noon 8828 Unit 101
	 	Traveling Breeze 8795 Unit 101		TO THE OWN CONTROL	Traveling Preeze 8/85 Unit 101
	N. S. WA	2003 / Sept. 18 18 18 18 18 18 18 18 18 18 18 18 18			
Addresses:	4	Windows:	4	Addresses Inspected:	5
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			1000		
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ASSESSED AND ADDRESS OF THE PARTY.		Conference in the control of the con			
			12.2.20		
			. 721 - 621		
			771-631	Holizon-Wiro Bess Unit-102	Tom Number 8 Vin 102
				Holzan Wiro pasy Gritaloz Holzan Wiro Baso Unitaloz	Tom Noon Bris Unit 102
				Holizon Wird Beeg Unit (02 Holizon Wird Beeg Unit (02 Holizon Wird Beeg Unit (02 Holizon Wird Beeg Unit (02	Continuon 45/6/1/1/102 Torri Scon 87/5/1/1/102 Traveling Breeze 3665/1/1/102
				Holizon Wird Beeg Unit (02 Holizon Wird Beeg Unit (02 Holizon Wird Beeg Unit (02 Holizon Wird Beeg Unit (02	Tom Noon Bris Unit 102
		Traveling Breeze 8694 Unit 102		Holizon Wird Beeg Unit (02 Holizon Wird Beeg Unit (02 Holizon Wird Beeg Unit (02 Holizon Wird Beeg Unit (02	Continuon 45/6/1/1/102 Torri Scon 87/5/1/1/102 Traveling Breeze 3665/1/1/102
		Mark Mark Control of the Control of		Halizan Wha Bee 9 Chif4(22 Halizan Wha Bee 0 Unit 4(22 Halizan Wha B749 Unit 4(32 Halizan Wha 8799 Unit 1(32	Tom Noon 4618 Unit 102 I om Noon 8758 Unit 102 Traveling Breeze 865 Unit 102 I raveling Breeze 8674 Unit 102 Traveling Breeze 8674 Unit 102
		Traveling Breeze 8694 Unit 102		Halizan Wha Bees Chit402 Halizan Wha Bees Unit 402 Halizan Wha Bees Unit 402 Halizan Wha 8799 Unit 102 Thunder Sky 9440 Unit 102	GCM Nacin Espellar 18122 Com Nacin 1978 Unit 102 Traveling Breeze 8666 Unit 102 Traveling Breeze 8674 Unit 102

2 of 15 windows tested=18% at Unit /Plan 102

THE PARTY OF THE					
				Horizon Wind 8649 Unit 103	Fam Noon 8679 Unit 103
					Taxeiro Breeze 87 /5 Unit 103
and the second of the second o	**********			PERSON WIND 8670 UNIT 103	and the control of the second
Horizon Wind 8730 Unit 100				Hodzon Wind 8730 Unit 103	·
Horizon Wind 8740 Unit 103				Hortzon Wind 8740 Unit 103	
				Harlzon Wind 8789 Unit 106	
278202000000000000000000000000000000000					
Addresses:	2	Windows:	2	Addresses Inspected:	8
topologi Dekalika 157 K					SOUTHWAT CONT

2 of 8 windows tested=22% at Unit /Plan 103

8 of 25 windows tested=32% at Combined Units /Plan Types

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

FOR MEDIATION PURPOSES ONLY. N.R.S. 48.209 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 Just allation of Windows with a Mounting Dange in Stud
 France constitution.
- 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:

FOR MEDIATION PURPOSES ONLY.
N.R.S. 48,169 and N.R.S. 40,680

16.05 Defect: Flashing improperly installed; sill flashing terminates short of jamb/sill fin, reverse lapped to flashing at sill and folded.

Location: At weather exposed windows.

		Traveling Breeze 8764 Unit 102	-Î	Horizon Wanz 8810 Ura 102	Traveling Breeze 8764 Unit 102
		Traveling Breeze 8694 Unit 102		Thunder Sky 9440 Unit 102	Traveling Breeze 8694 Unit 102
		The second of the second of		Holzon Wind 8799 Unit 102	Traveling Greeze 0074 Unit 102
facon Wand 8749 Unit 102	<u> </u>			Hutzon Wind 8749 Unit 102	Traveling Breeze 8665 Unit 102
rizon Wind 8660 Unit 102		The state of the s		FEMALES REPORTED FOR	Tan Noal 8758 this 182
			27.47.5	PER PROPERTY STATES AND	- Tern Noon 8618 Link-102
		The state of the s		The state of the s	
eriore comprehensive	76	And Wigner and Delivery of the last			
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	COLUMN TO BE	加油的 跨海湖 顶的 海沟			
ALLEGER.	Z	Whaters:	2	Addresses Inspected:	5
Addresses:			Carrier Contract		
The state of the s			7.2		The state of the s
NED LANGUAGE (A)	 	 		FEMILES I WINDOWN CIR. IOI	Traveling Breeze 8785 Unit 101
ortzon Wind 8660 Unit 101	 	 		Thunder Sky 9480 Unit 101 Hortzon Wind 8650 Unit 101	Tom Noon 8638 Unit 101
roer Sky 9480 Unit 101		STATE OF THE PARTY			

4 of 12 windows tested=36% at Unit /Plan 102

	MEN.			1.50	ALCO DE LA	Design Pages Server
				Hariagn Wind	9649 Unit 103	Tom Noon 8679 Unit 103
Horizon Wind 6950 Unit 103	1			Horizon Wind	9650 Unit 103	Traveling Breeze 67/5 Unit 103
				Harlzon Wind	9670 Unit 103	
Horizon Wood 8730 Unit 109:3	eggradiate a		O to Accord	Europe Ades	THE BUT IN 103	and the vertical contract of the second
Horizon Wind 8740 Unit 103	1		·	Horizon Wind	8740 Unit 103	
				fortzon Wind	9789 Unit 103	
	THE PARTY					
Addresses:		Windows	3	Addresse	Inspected:	8
Personal District Cold Sci	美國聯		CHOICE.		48.000	

3 of 8 windows tested=33% at Unit /Plan 103

9 of 25 windows tested=36% at Combined Units /Plan Types

FOR MEDIATION PURPOSES ONLY. N.R.S. 48.109 and N.R.S. 48.680

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 Plange 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 Constitution.
- 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:

Preliminary Defect List & Repair Recommendations January 7, 2008

FOR MEDIATION PURPOSES ONLY.
N.R.S. 48,109 and N.R.S.49,689

R.H. Adcock found 12 of 25 windows tested to have shear panel surrounding windows. For proper installation of the window flashing system the shear panel edges must continue to window frame opening so as not to create a crease in the window flashing.

See details below:

Figure 1

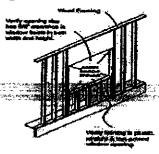
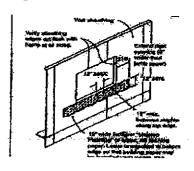


Figure 2



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

16.06 Defect: Shear panels short of nail fin.
Location: At weather exposed windows.

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Swall Associated Control of the Cont			للواسفة وتواجيات		
Thunder Sky 9480 Unit 101				Thunder Sky 9480 Unit 101	
	u.				
Addresse:	1	Winkows;	1	Addresses Inspected:	1
No. of the last of			1000		

1 of 1 windows with shear panels tested=100% at Unit /Plan 101

5			1.40				3
Service section to the contraction	died auf bit he in a	4	a dienis krakerskiers	Company of the Company Security	ia i liek tek di Aliek da	ar his established the	-
•	HORZON VWNCI 8860 (m 102 1	Territeon 8728 Unit	102	Horizon Wind 8660 Unit 102	Ton Nor: 8/58 Uni 102	1
	Hortzon Wind 8799 L		Traveling Preeze 863		Hotzon Wine 8799 Unit 102	Traveling Greeze 8665 Unit 102	1
	WEST AND THE SECOND NEWS	100000000000000000000000000000000000000	The Course				J
		THE NAME	are secretification of a first of	de institution in			4
	Addresses	. 7	A chiest and san Weindurges	Maria de la Companya	Address Sepectal:	and the second of the second	1
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7 of 7 windows with shear panels tested=100% at Unit /Plan 102

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以北京区市关州	Water to the same	Total Control	KYENG TO E			
Horizon Wind 6550 Unit 103	1			Wind B850 Unit 103		2 C 17 W 10 C 2
Horizon Wind 8670 Unit 103			Horizon	Wod8670 Unit 103		
Hortzon Wind 8730 Unit 103	1			Wind 8730 Unit 103		
Horizon Wind 8789 Unit 103	1			Wind 8789 Unit 103	- 	
	COLOR DE					
Address	and an arrange	Marie Personal Assessment	and the second of	decrees formations	EN LOS LIBORISTOS DE LA COMPANSION DE LA	351X-24
					A FEBRUARY SE	

4 of 4 windows with shear panels tested=100% at Unit /Plan 103

12 of 12 windows with shear panels tested =100%

FOR MEDIATION PURPOSES ONLY. N.R.S. 48.109 and N.R.S. 40.686

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 Stad

 The Company of the Co
 - 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:

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.

		^			
		Torn Noon 8638 Unit 101	1	Horlzon Wind 8650 Unit 101	Tom Noon 8638 Unit 101
Thunder Sky 9480 Urit 101	1				Tom Noon 8828 Unit 101
					Traveling Breeze 8785 Unit 101
	No.				
Addresses:	2	Windows:	2	Addresses Inspected:	5
		ion from Corporation			

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

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	X 3		8.73			Appendix of the control of the contr
HOTEON WINDLESS VINCENS	***********	واديد بمناسب والمعادل والمستعمل والمستوالية والمستوالي		村2020年以前的1980年日前1702年	TOTAL NOTICE BY A CO.	•
		Horizon Wind 8810 Urt 102		Honzon Wind 8660 Unit 102	Tom Noon 8758 Link 102	
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and the state of t		Tem Noon 8/58 Unit-102		Harri Wint 8799 Unit 102	Traveling Greeze 8674 Unit 102	
Horizon Wind 8749 Unit 102	1	Traveling Breeze BG65 Unit 102		Thunder Sky 9440 Unit 102	Traveling Breeze 8694 Unit 102	
Horzon Wind 8759 Grit 102		Traveling Breeze 8674 Unit 102		Herizon Wind 8010 Unt 102		
Thunder Sky 9440 Unit 102	1	Traveling Breeze 8694 Unit 102	ı	Thunder Sky 9440 Unit 102		
				a Caracian La		
Addresses:	9	Windows:	9	Addresses Inspected:	12	
THE STREET						

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

	1111	NAMES OF TAXABLE PARTY.		ear in Styring sales	
Horizon Wind 8649 Unit 103	1			Horizon Wind 8649 Unit 103	
torizon Wind 8660 Unit 103	į ,	Traveling Breeze 8775 Unit 103	1	Harizon Wind 8650 Unit 100	Traveling Breeze 8775 Unit 103
fortzon Wind 8670 Unit 103				Harizon Wind 8670 Unit 103	
Horizon Wind 8730 Unit 103	1			Horizon Wind 8230 Urit 103	
Charles and the state of the st	المرات (الاستخفاد)	green and the contract of the	يوم الما الما الما	Hargan Ward 6740 Link 103	no li tale la la compania de compania del compania de la compania del compania d
Horizon Wind 8789 Unit 103	1			Horzon Wind 8799 Unit 103	
in Table					
Addresses:	6	Windows	6	Addresses Inspecied:	8
14-14-14-15-20-00	Be Cost	e inclusivat especial scales.			

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

17 of 25 windows tested=68%

The state of the s

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 Flance in Studies Construction
- Standard Practice for Installation of Exterior Windows, Doors and Skylights ASTM B-2112-01.
- Standard of Care.

Resultant Damage:

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

Repair Recommendation:

FOR MEDIATION PURPOSES ONLY. N.R.S. 48.109 and N.R.S.40.689

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

				CECASIA PROSPE	
Add St.			TO BE		
Horizon Wind 8650 Unit 101		Tom Noon 6636 Unit 101			Tom Noon 8638 Unit 101
<u> </u>		Tom Noon 8828 Unit 101	i.	Thunder Sky 9480 Unit 101	Tom Noon 8828 Unit 101
		Traveling Breeze 8785 Unit 101	-		Travelling Breeze 8785 Unit 101
Addresses:	4	Windows:	4	Addresses Inspected:	5
	と				

A of 5 windows tested=80% at Unit /Wan 101.

4.of 5. window	s tested=80% at I Init./Man	181			
	s tested=80% at I Init (Non		CARL SET SET SEEDS	H-021-7-15 - 17 - 22 - 46 - 22 - 45 - 4	The second secon
MARTINE TO THE TAXABLE PROPERTY.	T. P. 1. 2. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1.		111111111111111111111111111111111111111		Specification Compared to the Compared
	Larrison Miller to Sec.	24/4	Section 1		
PARASI VILLUSARIAN DIC. 7	Tomboon 88/81 Fit 102		Serion Wind 98 9 Link 102	Tem Norm 8618 Unit (Ca	
Horteon Wind Bos OU vit. 102			Harten Wat Book Land Co.	Tom Neen 87-8 Uni 102-	
	Traveling Breeze 9665 Unit 102			Traveling Breeze 6665 Unit 102	
				Traveling Greeze 5574 Linit 102	
				Traveling Breeze 8694 Unit 102	
Horizon Wind 8810 Lit 102	r	_	Horizon Wind ABSO Life 102		
				Traveling Breeze 8764 Unit 102	
		100 Carlo			
Addresses:	Vindows:	5	Addresses Irepected:	17	
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5 of 12 windows tested=42% at Unit /Plan 102

Addresses:	4	Viladome:	1 4			es Inspe		1
			F THE SAME			16.		Insperies C. 1. 1741
orizon Wind 8789 Unii 103	1 1		Ţ	Horizon	Wind	6789 L	Ht 103	
onizon Wind 8740 UNI 103	1			Horizon				
			1	Hala	Wit	9730 L	nt 103	And the second s
The second of the second of the second	er succession		المنبع وتدريب ود	Horizor		3670	ntd03-r	AND AND A SAME AND A SAME AND ASSAULT
lorizon Wind 8650 Unit 103				Horizon	Wind	8650 U	Int 103	Traveling Breeze 87/5 Unit 103
CHECKLI AND GOOD CLIF LOS	1 I			Hortzur	WIL	8649 L	Fit 103	Tom Noon 8679 Unit 103
从此名的西南部		No.						

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

13 of 25 windows tested=52%

FOR MEDIATION PURPOSES ONLY. N.R.S. 48,169 and N.R.S. 48,680

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 Flonge in Stud

 Frame Conservation.

 AAMA 2400-02 (Formerly CAWM 400-95) Standard Practice

 for Installation of Windows with a Mounting Flonge in Stud

 Frame Conservation.
 - 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:

FOR MEDIATION PURPOSES ONLY.
N.R.S. 48,107 and N.R.S.40,686

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

Andreas and the state of the second s	x 25 - 3-5		o grandonia. Produkty V		
		Tom Noon 8638 Unit 101	1	Horizon Wind 9650 Unit 101	Tom Noon 8638 Unit 101
		Tom Noon 8628 Unit 101		Thunder Sky 9480 Unit 101	Tom Noon 8828 Unit 101
		Traveling Breeze 8785 Unit 101	1		Traveling Breeze 8785 Unit 101
Addresses:	3	Walons;	3	Addresses Impected:	5
				医欧洲多种 医海绵炎	

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

	Se Se House				
			1210023		
Horizon Wind 8639 Unit 102	1	Tern Noon 8618 Unit 102	1	(Holzon Wind 88-9) Link 102	Tem Noon 8616 Unit 102
والمنوف المدينين المعلوبية (المجهود المواهد المدارية المواهد الم		engan panggan dan manggan manggan panggan panggan panggan panggan panggan panggan panggan panggan panggan pang	A 100 - 100	13/2014/Ind 89001-11-102-	Territoria at 102
- main and a supplementary of the contraction		er and an arrandom and analy, an angle of the contract of the second	1	1101201 WIND 8749 UNI 102	Traveling Breeze 8666 Unit 102
Hortzon Wind 8759 Unit 102	1	CONTRACTOR CONTRACTOR OF A PROPERTY OF THE PRO		Hotzon Wind Szep Link 102	Traveling Breeze 6674 Unit 102
		Traveling Breaze 8694 Unit 102	1 1	Thinder Sky 9440 Unit 102	
		Travelling Breeze 8764 Unit 102		Horizon Wind 8610 Unt 102	Traveling Breaze 8764 Unit 102
	est e		100		
Addresser	5	Vändowe:	5	Addresses Inspected:	12

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

	100		11 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		
	(CAR)			AND THE STATE OF T	
				Horizon Wind 6649 Unit 103	Tom Noon 8679 Unit 103
		Traveling Breeze 8775 Unit 103	1	Horizon Wind 8650 Unit 103	Traveling Greaze 8775 Unit 103
Horizon Wind 8670 Unit 103	1			Horizon Wirta 8670 Unit 103	
Horizon Wind 8730 Unit 103.	1			Horizon Ward 8730 Unit 103	
Horizot Wind 8740/LinkA03 ~	West of State	rigida kindaktiring berjada ke pada kekapatan sada gira	e de la companya de l	HOUSE TAKE BY 40 CF 1 109	ACC TO COMPANY OF SERVICE SERVICES SERVICES
				Hortzon Wind 8769 Urb 103	
vána izaráki kato	econ la				
Addresses:	4	Windows	4	Addresses Inspected:	8
	E 182				

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

12 of 25 tested=48%

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
 France Community.

 France Community.
- Standard Practice for Installation of Exterior Windows, Doors and Skylights ASTM E-2112-01.
- Standard of Care.

Resultant Damage:

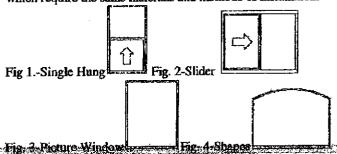
- Water intrusion causing damage to structural components and interior finishes.
- Not maintainable as constructed.

Repair Recommendation:

Preliminary Defect List & Repair Recommendations January 7, 2008

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:



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.

FOR MEDIATION FURPOSES 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.

Partie to the street of the			aren era - en Egen		
	数件的	Fine at the second	1	enga kamana da ang	
Horizon Wind 9650 Unit 101	1	Tom Noon 9638 Unit 101	1	Harlzon Wind 8650 Unit 101	Torn Noon 8638 Unit 101
			··		Tom Noon 6829 Unit 101
		Traveling Breeze 8795 Unit 101	1		Traveling Breeze 8785 Unit 101
Addresses	3	Windows	3	Addresses Inspected:	4
	35.0				

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

					1	
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	Heitzen Wind 8670 Unit 103	Travell	g Breeze 87/5 Unitrics	Horzor Wind	a out in less more to	018679 Cnt 103
	Hozog Ward 8730 Life 103	Anguard Angung Same and a	and the second of the second o	A ANTICONOMINA MONTO SALLA MANAGEMENTO	AD Until Commence	A Dieses over 100
			son sublination.	haritab taki da da		
	Address	4	Windows:	4 Address	liospeciari:	5
	THE RESERVE OF THE PERSON	A COMPANY OF THE				

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

7 of 9 stack windows tested=78%

POR MEDIATION PURPOSES ONLY. N.R.S. 48109 and N.R.S.40.686

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 within Mounting Flungs in Stud

 Prints Constitution.
- Standard Practice for Installation of Exterior Windows, Doors and Skylights ASTM E-2112-01.
- Standard of Care,

Repair Recommendation:

FOR MEDIATION PURPOSES ONLY. N.R.S. 48,109 and N.R.S.46,689

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
 "Penetration Flashing Recommendations".
- Window Manufacturers Specifications (Alenco).
- CAWA Standard for Installation of Windows With Integral
 Montangual anguan avonu arams Consumeton (CAWM 4008-95)
 - 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, exterior finishes, and interior finishes.
- Not maintainable as constructed.

Repair Recommendation:

YOR MEDIATION PURPOSES ONLY. N.R.S. 48.109 and N.R.S.48.680

					i i		
	Lead of the second seco		1000	Hariston Ward 8650 Unit 101	3	Torn Noon 2658 Unit 101	3
		Than Noon 8717 Unit 101	3	Hirizon Ward 8669 Unit 101	3	Tour Noon 8717 Unit 101	3
		From Noon \$718 Usit 101	3	Herison Wind 8729 Unit 101	3	Time Noon 8718 Unit 101	. 3
				Horizon Wind 8730 Unit 101	3	Town Noon 8728 Unit 101	3
				Horizon Wind 8749 Unit 101	3	Tom: Noon 8818 Unit 101	3
				Horizon Ward 8750 Unit 101	3	Team Noon 8828 Unit 10!	3
		Draveling Breeze 8644 Unit 101	2	Horizon Wand 8760 Unit 101	3	Thereting Breeze 8644 Unit 101	3
				Hurizon Wind 8789 Unit 101	3	Traveling Breeze 8684 Unit 101	3
				Horizon Wind 8799 Unit 101	3	Traveling Recease 8695 Unit 101	<u> </u>
				Horizon Wind 8800 Unit 101	3	Traveling Breeze \$725 Unit 10!	3
			L	Thunder Sky 9440 Ukda 101		Traveling Dreeze 8755 Unit 101	3
Terren Commission of the Commission of the							Assessment of the second of th
				Tem Noon 8638 Unit 101	3	Traveline Breeze 8805 Unit 101	3

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

Treat of				A. 104		44
1		-		1 4		14
<u> </u>	Tom Noon 8637 Unit 102	1	Hodzon Wind 8660 Unit 102	4	Tom Noon 8637 Unit 102	14
	Tom Noon 8647 Unit 102	4	Horizon Ward 8679 Unit. 102	4	Tam Noon 8647 Unit 102	_4
	Toru Noon 8668 Usit 102	2	Horizon Wand 8729 Unit 102	4	Tom/Noos 8668 Unit 102	1
			Horizon Wind 8740 Unit 102	4	Tom Noon 8679 Unit 102	7
	Tora Noou 8689 Unit 102	4	Horizon Wind 8749 Unit 102	4	Torn Noon 8689 Unit 102	7
تتسنعا	Company of the second of the s	satura	Horizon, Wand \$750 Lbd. 102	.4	TomiNom 87181 Intl Ki2	1:
			Horizon Wind \$759 Utilt 102	4	Tom: Noon 8758 Unit RD	17
			Horizon Wood 8760 Unit 102	4	Torn Noon 8768 Unit 102	77
		П	Hodgo: Wind 8780 Unit 102	2	Tora Noon \$828 Unit 102	7
	Traveling Breeze 8654 Unit 102	4	Hinrizon Wind 8789 Unit 102	2	Thaveling Breeze 8654 Unit 102	T
		Г	T-knizon Ward 8799 Utit 102	4		1 2
	Traveling Breeze 8674 Unit 102	4	Harizon Wind 8810 Unit 102	4	Traveling Proces 8674 Unit 102	1 4
\neg			Horizon Wind 8820 Upit 102	4	Traveling Brosze 8694 Unit 1/02	1 4
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24 of 104 windows inspected=23% at 32 units at Unit/Plan 102

FOR MEDIATION PURPOSES ONLY. N.R.S. 48,189 and N.R.S. 48,584

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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

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PLUMBING/MECHANICAL PRELIMINARY DEFECT LIST

January 7, 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

Davelopment. A total of \$5 units were imposted 22 Blan Type 101e. It Blan Type 102e and it Blan Type 102e allowing an adequate raview of any ansats 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.

PLUMBING

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

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Resultant Bamage: 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 scaled.

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.

Renair Recommendation: For Condition (a): Create nozzle access holes as required and interesting the visiting a latitude. Allow for full oursaints (Explositly.

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

Inspected for at: See Defect Locator Matrix
Observed at: See Defect Locator Matrix

and the second second section is a

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.

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 Carc, Water Heater and Relief Valve
Manufacture: 4 8 94 2 11 callons

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 1/2" union. Fill the gap in the piping with 1/4" 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 shul

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/coiling assemblies.

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Resultant Damage

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

AND THE PROPERTY.

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

Resultant Damage: Inability to capture, control or consume sufficient quantities of waterproduces fleeding of the unit with spill even potential to the adjacent and lower thing.

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 ½" 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 "antitip" 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

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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.

Construction of the second
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.

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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 Pine adapter, Provide a threaded raised square head cleanout.

Pluge starts a great lag with a collection with the biline starts are not asyngative rivets, permanently affix to the top of the plug's head. Install the plug.

17 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. Regrade the trench as required and replace as required. Obtain written permission from the AHI-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

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Prepared for Mediation
Protected by NRS 48.109 & 40.680

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, reinsulate the lines and restart the system. Secure the CU to the pad. Note: See Architectural Section for additional information.

2 Defects FA (as sleeping on suspended angle from hangers lack securement and anti-sway stabilizars.

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/Filemen/980107- Arlington Ranch PDL-Rev C

Adiagron Ranc's DLM 1-1-2008 (Page I of 2)

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