

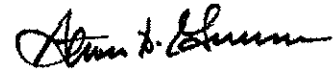
EXHIBIT “16”



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5 DISTRICT COURT

6 CLARK COUNTY, NEVADA

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

11 Plaintiff,

12 Vs.

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

17 Defendants.

Case No. 07A542616
Dept. No. XXII

Electronic Filing Case

18 FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

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

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SUSAN H. JOHNSON
DISTRICT JUDGE
DEPARTMENT XXII
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FINDINGS OF FACT

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1. Plaintiff HIGH NOON AT ARLINGTON RANCH HOMEOWNERS
 1. Plaintiff HIGH NOON AT ARLINGTON RANCH HOMEOWNERS

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
easements and enjoyment.

2. The community was developed, constructed and sold by Defendant D.R. HORTON,
INC. in or about 2004 to 2006.¹

3. The subject property consists of 114 structures, each building of which contains three
(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

4. According to Defendant D.R. HORTON, INC., it did not receive notice of the alleged
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.

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

2 5. Notwithstanding the deficiency in the NRS 40.645 notice, Defendant D.R. HORTON,
2 5. Notwithstanding the deficiency in the NRS 40.645 notice, Defendant D.R. HORTON,
3 INC. claims it responded, noting it desired to exercise its right of inspection, and possibly repair,
4 pursuant to NRS 40.6472. Plaintiff HIGH NOON AT ARLINGTON RANCH HOMEOWNERS
5 ASSOCIATION allegedly initially denied Defendant's request to inspect all homes. Thereafter,
6 when Defendant D.R. HORTON, INC. made a second request, Plaintiff conceded, but made the
7 inspections difficult and expensive, and ultimately allowed only 154 out of the 342 units to be
8 inspected. Accordingly, Defendant D.R. HORTON, INC. now moves this Court to dismiss the
9 claims relating to constructional defects allegedly located within the 228 homes it was not allowed
10 to inspect.
11

12 6. Plaintiff disagrees with Defendant's assessment, arguing the notice and supplemental
13 notices do not identify the constructional defects in "reasonable detail," satisfying the requirements
14 of NRS 40.645 and holding of D.R. Horton, Inc., 123 Nev. 468, 168 P.3d 731. Furthermore, when
15 the alleged disagreements and difficulties with inspections occurred, Plaintiff was represented by
16 QUON BRUCE CHRISTENSEN. There is no dispute between the parties that Plaintiff's current
17 attorneys, ANGIUS & TERRY, have been very cooperative, and recently have, and will permit an
18 inspection of the remaining 228 homes.
19
20

21 **CONCLUSIONS OF LAW**

22 1. This Court first incorporates its Findings of Fact and Conclusions of Law set forth
23 within its January 25, 2011 Order, which granted in part, denied in part, Plaintiff's Motion for
24 Declaratory Relief filed September 30, 2010. In so doing, this Court restates a preliminary inquiry
25 concerning whether Plaintiff HIGH NOON AT ARLINGTON HOMEOWNERS ASSOCIATION
26 has standing to sue on behalf of its 342 units' owners, or any of them (including the 228 members
27
28

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

1 whose homes were not inspected), in its representative capacity, concerning the alleged
2 constructional defects located within the individual units. As set forth in detail within those
2 constructional defects located within the individual units. As set forth in detail within those
3 Findings of Fact and Conclusions of Law, this Court concludes Plaintiff does not have such standing
4 to sue on behalf of 342 units' owners concerning the constructional defects located within the units'
5 interiors. This Court's focus, then, shall be upon the notice of constructional defects as well as
6 Plaintiff's cooperation concerning inspections, as they pertain to the Association's common
7 elements and the exteriors or envelopes of the 114 buildings in which the triplex units are housed.
8

9 2. NRS 40.600, *et seq.*, which concerns constructional defect actions and claims, was
10 enacted by the Nevada Legislature to provide contractors with an opportunity to repair defects in
11 order to avoid litigation. Shuette v. Beazer Homes Holding Corporation, 121 Nev. 837, 853-854,
12 124 P.3d 530, 542 (2005). To ensure contractors are given an opportunity to repair, the Nevada
13 Legislature required a claimant to give a contractor notice in "reasonable detail," and, based upon
14 that notice, to allow the contractor time and opportunity to inspect and make repairs when the defect
15 was verified. *See* NRS 40.645(2) and 40.647(1). A claimant's failure to comply with those
16 requirements before filing a constructional defect action under NRS Chapter 40 results in dismissal
17 or postponement of that action until the claimant complies with those requirements. *See* NRS
18 40.647(2).
19

20
21 3. NRS 40.645 specifies what is required in a pre-litigation constructional defect notice.
22 It requires a notice of constructional defects to state with "reasonable detail" the defects, any known
23 causes, and the location of the defects. Indeed, NRS 40.645 states in salient part:

24 2. The notice given pursuant to [NRS 40.645(1)] must:

25 ...

26
27 (b) Specify in reasonable detail the defects or any damages or injuries to
28 each residence or appurtenance that is the subject of the claim; and

1 (c) Describe in reasonable detail the cost of the defects if the cause is
2 known, the nature and extent that is known of the damage or injury resulting
2 from the defects and the location of each defect within each residence...to the
3 extent known.

4 3. [The notice may include] expert opinion concerning the cause of the
5 constructional defects and the nature and extent of the damage or injury resulting
6 from the defects which is based on a valid and reliable representative sample of the
7 components of the residences or appurtenances...as notice of the common
8 constructional defects within the residences...to which the expert opinion applies.

9 4. [O]ne notice may be sent relating to all similarly situated owners of
10 residences...within a single development that allegedly have common constructional
11 defects if:

12 (b) [Among other things,] it is the opinion of the expert that those
13 similarly situated residences...may have...common constructional defects.

14 4. "Chapter 40 Notices," or those pre-litigation notices provided by claimants to
15 contractors/developers under NRS 40.645 are *presumed* to be valid. D.R. Horton, Inc., 123 Nev. at
16 481, 168 P.3d at 741. A contractor desiring to challenge the adequacy of a pre-litigation notice bears
17 the burden of doing so with specificity. Id.

18 5. Because each case is factually distinct, the district court has wide discretion to
19 consider the contractors' challenge to the reasonableness of the pre-litigation or Chapter 40 Notice.
20 Id.

21 6. In ascertaining the Nevada legislature's intention when it drafted NRS 40.645, the
22 Nevada Supreme Court in D.R. Horton, Inc., 123 Nev. 468, 168 P.2d 731, examined the legislative
23 history. During a legislative hearing discussing the 2003 amendments to NRS 40.645, the
24 representative of the contractors' lobby, which advocated the contractors' opportunity to repair,
25 testified a process was envisioned through which claimants with similarly-situated homes, who
26 found a defect they believed common throughout their homes, could hire an expert to conduct a
27 representative sampling of their homes. The contractors' lobbyist explained the expert should be
28

1 allowed to use the results of that sampling to extrapolate the percentage of houses within a group of
 2 homes the expert estimated were affected by that common defect. The claimants then would be
 2 homes the expert estimated were affected by that common defect. The claimants then would be
 3 required to provide the contractor notice of the defect in compliance with the requirements of NRS
 4 40.645 and the opportunity to repair.⁴ The contractors' lobbyist further explained that, once the
 5 contractor received the pre-litigation notice, "he has...[the] opportunity to make a business
 6 decision." Some contractors, having received notice of a defect, will "avail [themselves] of the
 7 opportunity to notify all the other claimants who could have [that] problem, according to the expert's
 8 report, and deal with them directly."⁵ If the contractor decides not to notify the claimants of the
 9 alleged defect, the claimants would then have the right to initiate a constructional defect action.
 10

11 The contractors' lobbyists stated the process would apply to defects that were common
 12 throughout many houses. The intent was that a contractor, having received a notice that either a
 13 workmanship or design defect existed, would sent a letter to every claimant who, according to its
 14 records, *might* be affected. D.R. Horton, Inc., 123 Nev. at 478, 168 P.3d at 739. In that letter, the
 15 contractor would notify the claimants that, according to the expert's extrapolation, a defect *might*
 16 exist in their homes. The contractor would invite each claimant to "[p]lease call us and we will
 17 come out, inspect, repair, or replace [the defect]."⁶ If the contractor decided not to avail himself of
 18 the opportunity to repair, the claimant would have the right to sue and petition "the court [to] exact
 19 the appropriate penalty."⁷ The burden of verifying a defect is upon the contractor, *not* the claimant.
 20
 21

22 Given the aforementioned history, the Nevada Supreme Court in D.R. Horton, Inc., 123 Nev.
 23 at 478, 168 P.3d at 739, noted it was clear the Nevada legislature intended to preserve an opportunity
 24 for contractors to repair the homes they construct. It was also clear contractors were entitled to
 25

26 ⁴Hearing on Senate Bill (SB) 241 before the Assembly Committee on the Judiciary, 72nd Leg. (Nev. May 16,
 27 2003).

28 ⁵*Id.* at 32.

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

⁷*Id.*

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

6
 7 7. "Extrapolation" is defined as "[t]he process of estimating an unknown value or
 8 quantity on the basis of a known range of variables."⁸ Extrapolation encompasses the statistical use
 9 by an expert of a valid and reliable representative sample to formulate an opinion that similarly-
 10 situated residences and appurtenances may have common constructional defects. Homes included
 11 within the scope of the extrapolated notice typically will be similarly situated if they are part of a
 12 subset of homes within the development. As the Nevada Supreme Court stated: "In some cases, a
 13 subset of homes for extrapolation purposes may be those of a particular floor plan. In other cases,
 14 depending on the nature or location of the defect, the subset of homes to which the extrapolated
 15 notice applies may be even narrower, such as home of a particular elevation within a particular floor
 16 plan. Likewise, a valid extrapolated notice may be limited to a subset of homes in which a particular
 17 product type of construction was used. In all cases, an extrapolated notice is valid only if it
 18 identifies the subset or characteristics of the subset to which it applies. In order to achieve the
 19 minimum statistical basis that the reasonable threshold test requires, we suggested the district court
 20 require the claimants' expert to test and verify the existence of the alleged defect in at least one of
 21 the homes in each subset of homes included within the scope of the extrapolated notice.
 22 Additionally, the claimants must provide the address of each home tested and clearly identify the
 23 subset of homes to which the pre-litigation notice applies."
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 26 ...

27
 28 ⁸D.R. Horton, Inc., 123 Nev. at 479, 168 P.3d at 739-740, quoting Black's Law Dictionary, p. 625 (8th ed. 2004)

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

7
 8 9. As noted above, the issues here are now limited to whether Plaintiff HIGH NOON
 9 AT ARLINGTON RANCH HOMEOWNERS ASSOCIATION provided adequate notice pursuant
 10 to NRS 40.645 concerning alleged constructional defects within the common elements and upon or
 11 within the exteriors of the envelopes of the 114 triplex-unit buildings, and whether Plaintiff
 12 cooperated with the NRS Chapter 40 pre-litigation process, particularly with allowing Defendant
 13 D.R. HORTON, INC. the right to inspect.

14
 15 10. As shown in Exhibit 1 of Plaintiff's Opposition to Motion to Compel Compliance
 16 with NRS Chapter 40 filed December 6, 2010, a Notice was provided to Defendant D.R. HORTON,
 17 INC. on January 19, 2008. This Notice indicated with respect to roofing defects that Plaintiff's
 18 expert, R.H. ADCOCK, conducted roof inspections on 47 percent, or a total of 54 of the 114
 19 buildings. Of the 54 roofs inspected, 31 were of Elevation "A" and 23 were of Elevation "B."⁹ Of
 20 the 31 Elevation "A" roofs inspected, 24 visual and 16 destructive tests were conducted.¹⁰ Of the 23
 21 Elevation "B" roofs inspected, 19 were visually inspected, and 9 were tested destructively.¹¹ The
 22 location of the roofing defects were identified by address.

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 24 ...
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26
 27 ⁹See Exhibit 2 to Plaintiff's Opposition to Motion to Compel Compliance with NRS Chapter 40 filed December
 28 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.

11. As shown in Exhibit 2 of the Opposition to Motion to Compel Compliance,

Plaintiff's expert discovered roofing defects in Elevation "A" buildings:

Plaintiff's expert discovered roofing defects in Elevation "A" buildings:

- 1) "Broken Field Tiles" in 19 (61%);
- 2) "Chipped Field Tiles" in 24 (77%);
- 3) "Slipped Or Unsecured Field Tiles" in 3 (10%);
- 4) "Exposed Underlayment" in 15 (48%);
- 5) "Debris On Or Under Tiles" in 4 (13%);
- 6) "Torn, Cut Or Deteriorated Underlayment" in 4 (13%);¹²
- 7) "Sheathing Nails Protruding Above Substrate" in 3 (10%); and
- 8) "Inadequate Penetrations Separation" in 2 (6%).

Plaintiff's expert discovered the aforementioned defects in Elevation "B" buildings:

- 1) "Broken Field Tiles" in 13 (57%);
- 2) "Chipped Field Tiles" in 18 (78%);
- 3) "Slipped Or Unsecured Field Tiles" in 1 (4%);
- 4) "Exposed Underlayment" in 6 (26%);
- 5) "Debris On Or Under Tiles" in 3 (13%);
- 6) "Torn, Cut Or Deteriorated Underlayment" in 0 (0%);
- 7) "Sheathing Nails Protruding Above Substrate" in 3 (13%); and
- 8) "Inadequate Penetrations Separation" in 1 (4%).

Eave defects were noted as follows in Elevation "A" buildings:

- 1) "Edge Metal Laps Less Than 4 Inches" in 2 (6%); and
- 2) "Underlayment Short At Eave Edge" in 4 (12%).

Eave defects noted in Elevation "B" buildings were:

- 1) "Edge Metal laps Less than 4 inches in 3 (13%); and
- 2) "Underlayment Short At Eave Edge" in 1 (4%).

Open rake defects were noted as follows in Elevation "A" buildings:

- 1) "Damaged Open Rake Trim Tile" in 5 (16%);
- 2) "Overexposed Open Rake Trim Tile" in 12 (39%);
- 3) "Trim Tiles Do Not Butt Field Tiles" in 13 (42%);
- 4) "Single Fastener At Shortened Trim Tile" in 16 (52%);
- 5) "Weatherblock Missing At Transition" in 20 (65%);
- 6) "Trim Tiles Secured Through Stucco" in 16 (52%);

¹²Plaintiff's expert indicated 25 percent on page 15 of his report. 4 divided by 31 is 12.9 percent. This Court assumes the expert's percentage calculation is in error. This Court found other percentage errors within the expert's report. Given the errors found, the percentages set forth within this Findings of Fact and Conclusions of Law are those calculated by the Court.

- 1) "Tiles Unsecured Within 3 Ft. Open Rake Perimeter Area" in 16 (52%);
- 2) "Underlayment Short Along Open Rake" in 16 (52%); and
- 3) "Underlayment Short Along Open Rake" in 16 (52%); and
- 4) "Edge Metal Reverse Lapped At Corner" in 2 (6%).

Open rake defects were noted as follows in Elevation "B" buildings:

- 1) "Damaged Open Rake Trim Tile" in 1 (4%);
- 2) "Overexposed Open Rake Trim Tile" in 8 (35%);
- 3) "Trim Tiles Do Not Butt Field Tiles" in 11 (48%);
- 4) "Single Fastener At Shortened Trim Tile" in 9 (39%);
- 5) "Weatherblock Missing At Transition" in 14 (61%);
- 6) "Trim Tiles Secured Through Stucco" in 9 (39%);
- 7) "Tiles Unsecured Within 3 Ft. Open Rake Perimeter Area" in 9 (39%);
- 8) "Underlayment Short Along Open Rake" in 8 (35%); and
- 9) "Edge Metal Reverse Lapped At Corner" in 1 (4%).

Valley defects were noted as follows in Elevation "A" buildings:

- 1) "Flashing Short At Eave" in 1 (3%);
- 2) "Termination Obstructed By Riser Metal" in 4 (13%);
- 3) "Debris" in 5 (16%);
- 4) "Unsecured Valley Tiles" in 16 (52%);
- 5) "Closed Valley—Tile Lugs Obstruct Water Flow" in 16 (52%);
- 6) "Flashing Nailed Within 6 Inches Of Centerline" in 4 (13%);
- 7) "Seat Sheet Short At Termination" in 8 (26%); and
- 8) "Edge Metal Over Sweat Sheet" in 5 (16%).

Valley defects were noted as follows in Elevation "B" buildings:

- 1) "Flashing Short At Eave" in 1 (4%);
- 2) "Termination Obstructed By Riser Metal" in 3 (13%);
- 3) "Debris" in 4 (17%);
- 4) "Unsecured Valley Tiles" in 9 (39%);
- 5) "Closed Valley—Tile Lugs Obstruct Water Flow" in 9 (39%);
- 6) "Flashing Nailed Within 6 Inches Of Centerline" in 5 (22%);
- 7) "Seat Sheet Short At Termination" in 3 (13%); and
- 8) "Edge Metal Over Sweat Sheet" in 2 (9%).

Ridge defects were noted as follows in Elevation "A" buildings:

- 1) "Damaged Ridge Trim Tile" in 1 (3%);
- 2) "Unsecured Ridge Trim Tile" in 20 (65%);
- 3) "Mastic Application Improper At Ridge Trim Tiles" in 15 (48%); and
- 4) "Improper Ridge Nailer Attachment" in 7 (23%).

Ridge defects were noted as follows in Elevation "B" buildings:

- 1) "Damaged Ridge Trim Tile" in 2 (3%);
- 1) "Damaged Ridge Trim Tile" in 2 (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%).

Confined rake defects were noted as follows in Elevation "A" buildings:

- 1) "Unsecured Confined Rake Tile" in 5 (16%);
- 2) "Pan Termination Obstructed By Riser Metal" in 7 (23%);
- 3) "Z-Bar Counterflashing Not Used" in 31 (100%);
- 4) "Pain Nailed Through" in 5 (16%); and
- 5) "Pan Water Rail Flattened" in 13 (42%).

Confined rake defects were noted as follows in Elevation "B" buildings:

- 1) "Unsecured Confined Rake Tile" in 1(4%);
- 2) "Pan Termination Obstructed By Riser Metal" in 5 (22%);
- 3) "Z-Bar Counterflashing Not Used" in 23 (100%);
- 4) "Pain Nailed Through" in 3 (13%); and
- 5) "Pan Water Rail Flattened" in 8 (35%).

Headwall defects were noted in Elevation "A" buildings as follows:

- 1) "Overexposed Headwall Tiles" in 7 (23%);
- 2) "Unsecured Headwall Tiles" in 16 (52%);
- 3) "Flashing Too High" in 17 (55%); and
- 4) "Z-Bar Counterflashing Not Used" in 31 (100%).

Headwall defects were noted in Elevation "B" buildings as follows:

- 1) "Overexposed Headwall Tiles in 2 (9%);
- 2) "Unsecured Headwall Tiles" in 4 (17%);
- 3) "Flashing Too High" in 7 (30%); and
- 4) "Z-Bar Counterflashing Not Used" in 23 (100%).

Defects with respect to plumbing vents were noted in Elevation "A" buildings as follows:

- 1) "Unsecured Tiles At Plumbing Vent Penetration" in 9 (29%);
- 2) "Bib Missing Or Improper" in 2 (6%);
- 3) "Nails Through Flashing Exposed" in 8 (26%); and
- 4) "Primary Flashing Flanges Less Than 6 Inches Outside The Cone" in 14 (45%).

...

Defects with respect to plumbing vents were noted in Elevation "B" buildings as follows:

- 1) "Unsecured Tiles At Plumbing Vent Penetration" in 6 (26%);
- 1) "Unsecured Tiles At Plumbing Vent Penetration" in 6 (26%);
- 2) "Bib Missing Or Improper" in 0 (0%);
- 3) "Nails Through Flashing Exposed" in 4 (17%); and
- 4) "Primary Flashing Flanges Less Than 6 Inches Outside The Cone" in 9 (39%).

B-Vent defects were noted in Elevation "A" buildings as follows:

- 1) "Storm Collar Missing" in 3 (10%);
- 2) "Unsecured Tiles At B-Vent Penetration" in 10 (32%);
- 3) "Nails Through Flashing Exposed" in 8 (26%); and
- 4) "Primary Flashing Flanges Less Than 6 Inches Outside The Cone" in 8 (26%).

B-Vent defects were noted in Elevation "B" buildings as follows:

- 1) "Storm Collar Missing" in 1 (4%);
- 2) "Unsecured Tiles At B-Vent Penetration" in 6 (26%);
- 3) "Nails Through Flashing Exposed" in 6 (26%); and
- 4) "Primary Flashing Flanges Less Than 6 Inches Outside The Cone" in 4 (17%).

Defect at T-Tops were noted in Elevation "A" buildings as follows:

- 1) "Unsecured Tiles At T-Top Penetration" in 9 (29%);
- 2) "Nails Through Flashing Exposed" in 10 (32%);
- 3) "Primary Flashing Flanges Less Than 6 Inches Outside The Cone" in 16 (52%); and
- 4) "Vent Duct Short Through Flashing" in 16 (52%).

Defect at T-Tops were noted in Elevation "B" buildings as follows:

- 1) "Unsecured Tiles At T-Top Penetration" in 6 (26%);
- 2) "Nails Through Flashing Exposed" in 6 (26%);
- 3) "Primary Flashing Flanges Less Than 6 Inches Outside The Cone" in 9 (39%); and
- 4) "Vent Duct Short Through Flashing" in 9 (39%).

Repair recommendations were set forth after all defective conditions were listed.

12. With respect to decks and balconies, Plaintiff's expert visually inspected 52 or 46 percent of all, and invasively tested 7 (6 percent). Of the seven (7) invasively tested, the following defects were found:

- 1) "Sheet Metal Flashing Nails Non-ring Shank" was found in all 7 (100%);
- 2) "Sheet Metal Flashing Laps Incomplete At Inside/Outside Corners" in 5 (71%);
- 2) "Sheet Metal Flashing Laps Without Sealant" in 6 (85%); and
- 3) "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

13. Plaintiff's expert inspected 65 of the 114 building exteriors (one-coat stucco system) and found "cracking" and "penetrations not sealed in 17 or in 26 percent.¹⁴ At Unit 102 of six buildings (at master bedroom horizontal surface), "missing backing" and "improper horizontal surface sheathing" were noted in all (100 percent).¹⁵ 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).¹⁶

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.

1 15. With respect to exterior doors, the threshold was unsealed at jambs in 75 of the total
 2 91 inspected (82%). Of those 27 of 28 were located in Unit 101, 26 of 32 in Unit 102 and 22 of 31
 2 91 inspected (82%). Of those 27 of 28 were located in Unit 101, 26 of 32 in Unit 102 and 22 of 31
 3 in Unit/Plan 103. The "J" trim screed was short at entry door; blocked by concrete overpour at the
 4 entry doors of 13 of 22 units (59%). Thresholds were unsealed at jambs at French doors in 27 of 35
 5 units (77%).¹⁸ Door paint failure or peeling was noted in 22 of 28 Unit 101 exterior doors leading to
 6 the private balcony.¹⁹ Again, location of defects found was identified by Plaintiff's expert by
 7 unit/plan type and address.
 8

9 16. Plaintiff's expert visually inspected 719 of 2,850 total windows, and invasively tested
 10 25, or .08 percent.²⁰ These windows included sliders, single hung, and stacked slider/shape. One
 11 hundred percent (100%) of windows invasively tested were found to be defective. Very few of
 12 those visually inspected were deemed defective.
 13

14 17. After reviewing the reports of Plaintiff's expert, this Court found itself troubled by
 15 only one area, that being the window defects. That is, all alleged defective areas (roofing, stucco,
 16 doors) were identified by defect, location (by address and building), and the likelihood, by
 17 percentage, of the deficiency being present in locations that were not tested or inspected. However,
 18 as Defendant D.R. HORTON, INC. pointed out, there are 2,850 windows throughout the project,
 19 and Plaintiff's expert invasively tested less than one (1) percent. Further, in most cases, Plaintiff's
 20 expert conducted testing with respect to only one window in each the various units. Of the visual
 21 inspections, the expert found defects in less than ten percent (10%), and in most cases, less than five
 22 percent (5%). This Court also notes windows tested were not identified in the report by type, even
 23 though there are three different ones in each unit. In this Court's view, Plaintiff should more
 24
 25

26
 27 ¹⁸See Exhibit 2 to Plaintiff's Opposition to Motion to Compel Compliance, pp. 97-106.

28 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.

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

3 18. In summary, this Court concludes, upon the distinct facts and circumstances of this
4 case, Plaintiff HIGH NOON AT ARLINGTON RANCH HOMEOWNERS ASSOCIATION'S
5 extrapolated pre-litigation notice, except for that pertaining to window defects, satisfied the
6 requirements of NRS 40.645 and met the "reasonable threshold test" as set forth in D.R. Horton,
7 Inc., 123 Nev. 468, 124 P.3d at 731. As set forth in D.R. Horton, Inc., *supra*, Plaintiff is entitled to
8 provide notice of constructional defects by utilizing extrapolation under NRS 40.645. Defendant
9 D.R. HORTON, INC. is, thus, notified "in reasonable detail" where the constructional defects are
10 likely to be, and it now bears the burden of verifying and repairing the alleged defects in the
11 common areas and building exteriors as identified in the extrapolated notice. In so stating, Plaintiff
12 HIGH NOON AT ARLINGTON RANCH HOMEOWNERS ASSOCIATION must recognize and
13 understand Defendant D.R. HORTON, INC. may opt not to exercise its opportunity to repair, and
14 then, through litigation, it will bear the burden of proving the existence of each defect and extent of
15 damages resulting from those defects in each of the buildings' exteriors and common areas as part of
16 its presentation.
17
18

19 19. Based upon the evidence presented, this Court concludes Defendant D.R. HORTON,
20 INC. failed to meet its burden, and did not overcome the presumption of validity of the Plaintiff's
21 pre-litigation notice with respect to all areas, except windows. That is, Defendant D.R. HORTON,
22 INC. met its burden to prove the insufficiency of the pre-litigation notice as it pertains to windows
23 only.
24

25 ...

26 ...

27 ...

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

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, DISTRICT COURT JUDGE

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

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

10.0 FIRE RESISTIVE CONSTRUCTION

Electronically Filed
Jun 09 2011 04:07 p.m.
Lacie K. Lindeman
Clerk of Supreme Court

Violations of Codes and Standards:

- 2000 International Building Code Sections 719.1(2), 14.1.3.1, Table 719.1 Footnote o, and Table 601-602 Gypsum 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 2.2.2 and Section 2.2.3.
- Underwriters Laboratory UL Design U905 and U941.
- 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 walls without shear panels 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 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.

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

FOR MEDIATION PURPOSES ONLY.
N.R.S. 48.109 and N.R.S.40.600

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	Tom Noon 8838 Unit 101	Horizon Wind 8729 Unit 101	Thunder Sky 9480 Unit 101
Horizon Wind 8749 Unit 101	Tom Noon 8838 Unit 101	Horizon Wind 8749 Unit 101	Tom Noon 8838 Unit 101
Horizon Wind 8760 Unit 101	Tom Noon 8788 Unit 101	Horizon Wind 8760 Unit 101	Tom Noon 8788 Unit 101
	Tom Noon 8828 Unit 101		Tom Noon 8828 Unit 101
	Traveling Breeze 8694 Unit 101		Traveling Breeze 8694 Unit 101
	Traveling Breeze 8786 Unit 101		Traveling Breeze 8786 Unit 101
Addresses: 8		Addresses Inspected: 9	

8 of 9 tested 89% at unit/plan 101

	Tom Noon 8818 Unit 102	Horizon Wind 8660 Unit 102	Tom Noon 8818 Unit 102
	Traveling Breeze 8665 Unit 102	Horizon Wind 8749 Unit 102	Traveling Breeze 8665 Unit 102
Horizon Wind 8810 Unit 102	Traveling Breeze 8674 Unit 102	Horizon Wind 8810 Unit 102	Traveling Breeze 8674 Unit 102
Thunder Sky 9440 Unit 102		Thunder Sky 9440 Unit 102	Traveling Breeze 8764 Unit 102
Addresses: 5		Addresses Inspected: 8	

5 of 8 tested 63% at unit/plan 102

Horizon Wind 8650 Unit 103	Traveling Breeze 8845 Unit 103	Horizon Wind 8650 Unit 103	Traveling Breeze 8845 Unit 103
Horizon Wind 8670 Unit 103	Traveling Breeze 8775 Unit 103	Horizon Wind 8670 Unit 103	Traveling Breeze 8775 Unit 103
Horizon Wind 8730 Unit 103	Traveling Breeze 8824 Unit 103	Horizon Wind 8730 Unit 103	Traveling Breeze 8824 Unit 103
Horizon Wind 8740 Unit 103		Horizon Wind 8740 Unit 103	
Horizon Wind 8759 Unit 103		Horizon Wind 8759 Unit 103	
Horizon Wind 8789 Unit 103		Horizon Wind 8789 Unit 103	
Thunder Sky 9440 Unit 103		Thunder Sky 9440 Unit 103	
Addresses: 10		Addresses Inspected: 10	

10 of 10 tested 100% at unit/plan 103

23 of 27 tested=85%

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

Violations of Codes and Standards:

- 2000 International Building Code Sections 719.1(2), 14.1.3 l, m, Table 719.1 Footnote o, Footnote l and Table 601-602 Gypsum 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
~~Underwriters Laboratory 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.
- 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-hour 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.

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	Horizon Wind 8729 Unit 101	Tom Noon 8638 Unit 101
Horizon Wind 8749 Unit 101	Tom Noon 8788 Unit 101	Horizon Wind 8749 Unit 101	Tom Noon 8788 Unit 101
Horizon Wind 8760 Unit 101		Horizon Wind 8760 Unit 101	Tom Noon 8828 Unit 101
	Traveling Breeze 8785 Unit 101		Traveling Breeze 8894 Unit 101
			Traveling Breeze 8785 Unit 101
Addresses:	8	Addresses Inspected:	18

8 of 10 tested 80% at unit/plan 101

Horizon Wind 8639 Unit 102	Tom Noon 8618 Unit 102	Horizon Wind 8639 Unit 102	Tom Noon 8618 Unit 102
Horizon Wind 8650 Unit 102	Tom Noon 8758 Unit 102	Horizon Wind 8650 Unit 102	Tom Noon 8758 Unit 102
Horizon Wind 8749 Unit 102	Traveling Breeze 8685 Unit 102	Horizon Wind 8749 Unit 102	Traveling Breeze 8685 Unit 102
Horizon Wind 8798 Unit 102	Traveling Breeze 8674 Unit 102	Horizon Wind 8798 Unit 102	Traveling Breeze 8674 Unit 102
	Traveling Breeze 8694 Unit 102	Horizon Wind 8810 Unit 102	Traveling Breeze 8694 Unit 102
Thunder Sky 9440 Unit 102	Traveling Breeze 8764 Unit 102	Thunder Sky 9440 Unit 102	Traveling Breeze 8764 Unit 102
	Traveling Breeze 8805 Unit 102		Traveling Breeze 8805 Unit 102
Addresses:	12	Addresses Inspected:	13

12 of 13 tested 92% at unit/plan 102

Horizon Wind 8649 Unit 103	Horizon Wind 8769 Unit 103	Horizon Wind 8649 Unit 103	Horizon Wind 8769 Unit 103
Horizon Wind 8650 Unit 103	Thunder Sky 9440 Unit 103	Horizon Wind 8650 Unit 103	Thunder Sky 9440 Unit 103
Horizon Wind 8670 Unit 103	Tom Noon 8679 Unit 103	Horizon Wind 8670 Unit 103	Tom Noon 8679 Unit 103
Horizon Wind 8730 Unit 103	Traveling Breeze 8645 Unit 103	Horizon Wind 8730 Unit 103	Traveling Breeze 8645 Unit 103
Horizon Wind 8740 Unit 103	Traveling Breeze 8775 Unit 103	Horizon Wind 8740 Unit 103	Traveling Breeze 8775 Unit 103
Horizon Wind 8759 Unit 103	Traveling Breeze 8824 Unit 103	Horizon Wind 8759 Unit 103	Traveling Breeze 8824 Unit 103
Addresses:	12	Addresses Inspected:	12

12 of 12 tested 100% at unit/plan 103

32 of 35 tested=91%

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

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

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 601-602 Gypsum 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.
- Underwriters Laboratory Fire 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.

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

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 linear feet each.
- B. Texture repair areas to match existing. Paint entire ceiling or wall plane to match existing. (Coordinate with other interior repairs).

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

FOR MEDIATION PURPOSES ONLY.
 N.R.S. 48.109 and N.R.S.40.580

Unit	Address	Unit	Address
Horizon Wind 8669 Unit 101	Tom Noon 8717 Unit 101	Horizon Wind 8650 Unit 101	Tom Noon 8658 Unit 101
Horizon Wind 8729 Unit 101		Horizon Wind 8669 Unit 101	Tom Noon 8717 Unit 101
Horizon Wind 8730 Unit 101		Horizon Wind 8729 Unit 101	Tom Noon 8718 Unit 101
Horizon Wind 8749 Unit 101	Tom Noon 8818 Unit 101	Horizon Wind 8730 Unit 101	Tom Noon 8788 Unit 101
Horizon Wind 8750 Unit 101		Horizon Wind 8749 Unit 101	Tom Noon 8818 Unit 101
Horizon Wind 8760 Unit 101	Traveling Breeze 8644 Unit 101	Horizon Wind 8750 Unit 101	Tom Noon 8828 Unit 101
Horizon Wind 8789 Unit 101	Traveling Breeze 8694 Unit 101	Horizon Wind 8760 Unit 101	Traveling Breeze 8644 Unit 101
Horizon Wind 8799 Unit 101		Horizon Wind 8789 Unit 101	Traveling Breeze 8694 Unit 101
Horizon Wind 8800 Unit 101		Horizon Wind 8799 Unit 101	Traveling Breeze 8695 Unit 101
Thunder Sky 9440 Unit 101		Horizon Wind 8800 Unit 101	Traveling Breeze 8725 Unit 101
		Thunder Sky 9440 Unit 101	Traveling Breeze 8755 Unit 101
		Thunder Sky 9480 Unit 101	Traveling Breeze 8766 Unit 101
Addresses: 15		Addresses Inspected: 28	

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

Unit	Address	Unit	Address
		Horizon Wind 8699 Unit 102	Tom Noon 8618 Unit 102
Horizon Wind 8679 Unit 102	Tom Noon 8647 Unit 102	Horizon Wind 8660 Unit 102	Tom Noon 8637 Unit 102
Horizon Wind 8729 Unit 102	Tom Noon 8668 Unit 102	Horizon Wind 8679 Unit 102	Tom Noon 8647 Unit 102
Horizon Wind 8740 Unit 102	Tom Noon 8679 Unit 102	Horizon Wind 8729 Unit 102	Tom Noon 8668 Unit 102
		Horizon Wind 8740 Unit 102	Tom Noon 8679 Unit 102
	Tom Noon 8718 Unit 102	Horizon Wind 8749 Unit 102	Tom Noon 8689 Unit 102
Horizon Wind 8759 Unit 102		Horizon Wind 8750 Unit 102	Tom Noon 8718 Unit 102
Horizon Wind 8760 Unit 102	Tom Noon 8768 Unit 102	Horizon Wind 8759 Unit 102	Tom Noon 8758 Unit 102
Horizon Wind 8780 Unit 102	Tom Noon 8828 Unit 102	Horizon Wind 8760 Unit 102	Tom Noon 8768 Unit 102
Horizon Wind 8789 Unit 102		Horizon Wind 8780 Unit 102	Tom Noon 8828 Unit 102
Horizon Wind 8799 Unit 102		Horizon Wind 8789 Unit 102	Traveling Breeze 8654 Unit 102
		Horizon Wind 8799 Unit 102	Traveling Breeze 8665 Unit 102
		Horizon Wind 8810 Unit 102	Traveling Breeze 8674 Unit 102
		Horizon Wind 8820 Unit 102	Traveling Breeze 8694 Unit 102
Thunder Sky 9470 Unit 102	Traveling Breeze 8805 Unit 102	Thunder Sky 9440 Unit 102	Traveling Breeze 8764 Unit 102
		Thunder Sky 9470 Unit 102	Traveling Breeze 8805 Unit 102
Addresses: 16		Addresses Inspected: 32	

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

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

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

Horizon Wind 8639 Unit 103	Thunder Sky 9460 Unit 103	Horizon Wind 8639 Unit 103	Thunder Sky 9460 Unit 103
	Thunder Sky 9470 Unit 103	Horizon Wind 8640 Unit 103	Thunder Sky 9470 Unit 103
		Horizon Wind 8649 Unit 103	Tom Noon 8618 Unit 103
		Horizon Wind 8650 Unit 103	Tom Noon 8637 Unit 103
		Horizon Wind 8670 Unit 103	Tom Noon 8679 Unit 103
Horizon Wind 8680 Unit 103	Tom Noon 8698 Unit 103	Horizon Wind 8680 Unit 103	Tom Noon 8698 Unit 103
Horizon Wind 8729 Unit 103	Tom Noon 8708 Unit 103	Horizon Wind 8729 Unit 103	Tom Noon 8708 Unit 103
Horizon Wind 8730 Unit 103	Tom Noon 8718 Unit 103	Horizon Wind 8730 Unit 103	Tom Noon 8718 Unit 103
		Horizon Wind 8740 Unit 103	Tom Noon 8757 Unit 103
Horizon Wind 8750 Unit 103		Horizon Wind 8750 Unit 103	Tom Noon 8787 Unit 103
		Horizon Wind 8759 Unit 103	Traveling Breeze 8645 Unit 103
Horizon Wind 8779 Unit 103		Horizon Wind 8779 Unit 103	Traveling Breeze 8694 Unit 103
		Thunder Sky 9440 Unit 103	Traveling Breeze 8824 Unit 103
		Thunder Sky 9450 Unit 103	
Addresses:	11	Addresses Inspected:	31

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

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

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

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

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.

Repair requires destruction of non-defective interior finishes.

Repair Recommendation:

Assume 2% of the units require the following repair:

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

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

0 of 28 units inspected=00% at Unit/Plan 101

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

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

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

		Horizon Wind 8639 Unit 103	Thunder Sky 9460 Unit 103
		Horizon Wind 8640 Unit 103	Thunder Sky 9470 Unit 103
		Horizon Wind 8649 Unit 103	Tom Noon 8618 Unit 103
		Horizon Wind 8650 Unit 103	Tom Noon 8637 Unit 103
		Horizon Wind 8670 Unit 103	Tom Noon 8679 Unit 103
		Horizon Wind 8680 Unit 103	Tom Noon 8698 Unit 103
		Horizon Wind 8729 Unit 103	Tom Noon 8708 Unit 103
		Horizon Wind 8739 Unit 103	Tom Noon 8718 Unit 103
		Horizon Wind 8740 Unit 103	Tom Noon 8757 Unit 103
		Horizon Wind 8750 Unit 103	Tom Noon 8787 Unit 103
		Horizon Wind 8759 Unit 103	Traveling Breeze 8645 Unit 103
		Horizon Wind 8779 Unit 103	Traveling Breeze 8694 Unit 103
		Thunder Sky 9440 Unit 103	Traveling Breeze 8824 Unit 103
		Thunder Sky 9450 Unit 103	
Addresses:	0	Addresses Inspected:	31

0 of 31 units inspected=00% at Unit /Plan 103

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

ARLINGTON RANCH
Preliminary Defect List &
Repair Recommendations
January 7, 2008
14.0 SUB-FLOORS

FOR MEDIATION PURPOSES ONLY.
N.R.S. 48.109 and N.R.S.40.684

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 items as necessary to perform repair.

B. Pull carpet and padding back as necessary 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.**
- E. Re-install furniture and items to original locations.**

ARLINGTON RANCH
Preliminary Defect List &
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January 7, 2008
14.0 SUB-FLOORS

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

Horizon Wind 8630 Unit 101		Horizon Wind 8650 Unit 101	Tom Noon 8658 Unit 101
Horizon Wind 8669 Unit 101		Horizon Wind 8669 Unit 101	Tom Noon 8717 Unit 101
Horizon Wind 8729 Unit 101		Horizon Wind 8729 Unit 101	Tom Noon 8718 Unit 101
Horizon Wind 8730 Unit 101	Tom Noon 8788 Unit 101	Horizon Wind 8730 Unit 101	Tom Noon 8788 Unit 101
Horizon Wind 8749 Unit 101		Horizon Wind 8749 Unit 101	Tom Noon 8818 Unit 101
Horizon Wind 8750 Unit 101		Horizon Wind 8750 Unit 101	Tom Noon 8828 Unit 101
Horizon Wind 8760 Unit 101	Traveling Breeze 8644 Unit 101	Horizon Wind 8760 Unit 101	Traveling Breeze 8644 Unit 101
	Traveling Breeze 8694 Unit 101	Horizon Wind 8789 Unit 101	Traveling Breeze 8694 Unit 101
Horizon Wind 8799 Unit 101		Horizon Wind 8799 Unit 101	Traveling Breeze 8695 Unit 101
Horizon Wind 8800 Unit 101	Traveling Breeze 8725 Unit 101	Horizon Wind 8800 Unit 101	Traveling Breeze 8725 Unit 101
Thunder Sky 9440 Unit 101	Traveling Breeze 8755 Unit 101	Thunder Sky 9440 Unit 101	Traveling Breeze 8755 Unit 101
	Traveling Breeze 8765 Unit 101	Thunder Sky 9480 Unit 101	Traveling Breeze 8765 Unit 101
Thunder Sky 9490 Unit 101	Traveling Breeze 8785 Unit 101	Thunder Sky 9490 Unit 101	Traveling Breeze 8785 Unit 101
Addresses:	18	Addresses Inspected:	28

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

Horizon Wind 8639 Unit 102	Tom Noon 8618 Unit 102	Horizon 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	Tom Noon 8647 Unit 102	Horizon Wind 8679 Unit 102	Tom Noon 8647 Unit 102
Horizon Wind 8729 Unit 102	Tom Noon 8668 Unit 102	Horizon Wind 8729 Unit 102	Tom Noon 8668 Unit 102
		Horizon Wind 8740 Unit 102	Tom Noon 8679 Unit 102
		Horizon Wind 8749 Unit 102	Tom Noon 8689 Unit 102
	Tom Noon 8718 Unit 102	Horizon Wind 8750 Unit 102	Tom Noon 8718 Unit 102
Horizon Wind 8759 Unit 102	Tom Noon 8758 Unit 102	Horizon Wind 8759 Unit 102	Tom Noon 8758 Unit 102
Horizon Wind 8760 Unit 102		Horizon Wind 8760 Unit 102	Tom Noon 8768 Unit 102
Horizon Wind 8780 Unit 102		Horizon Wind 8780 Unit 102	Tom Noon 8828 Unit 102
Horizon Wind 8789 Unit 102	Traveling Breeze 8654 Unit 102	Horizon Wind 8789 Unit 102	Traveling Breeze 8654 Unit 102
Horizon Wind 8799 Unit 102	Traveling Breeze 8665 Unit 102	Horizon Wind 8799 Unit 102	Traveling Breeze 8665 Unit 102
Horizon Wind 8810 Unit 102	Traveling Breeze 8674 Unit 102	Horizon Wind 8810 Unit 102	Traveling Breeze 8674 Unit 102
Horizon Wind 8820 Unit 102		Horizon Wind 8820 Unit 102	Traveling Breeze 8694 Unit 102
Thunder Sky 9440 Unit 102	Traveling Breeze 8764 Unit 102	Thunder Sky 9440 Unit 102	Traveling Breeze 8764 Unit 102
Thunder Sky 9470 Unit 102	Traveling Breeze 8805 Unit 102	Thunder Sky 9470 Unit 102	Traveling Breeze 8805 Unit 102
Addresses:	24	Addresses Inspected:	32

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

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Preliminary Defect List &
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January 7, 2008
14.0 SUB-FLOORS

FOR MEDIATION PURPOSES ONLY.
N.R.S. 48.109 and N.R.S.40.630

Horizon Wind 8639 Unit 103	Thunder Sky 9460 Unit 103	Horizon Wind 8639 Unit 103	Thunder Sky 9460 Unit 103
	Thunder Sky 9470 Unit 103	Horizon Wind 8640 Unit 103	Thunder Sky 9470 Unit 103
	Tom Noon 8618 Unit 103	Horizon Wind 8649 Unit 103	Tom Noon 8618 Unit 103
		Horizon Wind 8650 Unit 103	Tom Noon 8637 Unit 103
Horizon Wind 8670 Unit 103		Horizon Wind 8670 Unit 103	Tom Noon 8679 Unit 103
Horizon Wind 8680 Unit 103	Tom Noon 8698 Unit 103	Horizon Wind 8680 Unit 103	Tom Noon 8698 Unit 103
Horizon Wind 8729 Unit 103		Horizon Wind 8729 Unit 103	Tom Noon 8708 Unit 103
		Horizon Wind 8730 Unit 103	Tom Noon 8718 Unit 103
Horizon Wind 8740 Unit 103	Tom Noon 8757 Unit 103	Horizon Wind 8740 Unit 103	Tom Noon 8757 Unit 103
Horizon Wind 8750 Unit 103	Tom Noon 8787 Unit 103	Horizon Wind 8750 Unit 103	Tom Noon 8787 Unit 103
Horizon Wind 8759 Unit 103	Traveling Breeze 8645 Unit 103	Horizon Wind 8759 Unit 103	Traveling Breeze 8645 Unit 103
Horizon Wind 8779 Unit 103	Traveling Breeze 8694 Unit 103	Horizon Wind 8779 Unit 103	Traveling Breeze 8694 Unit 103
Thunder Sky 9440 Unit 103	Traveling Breeze 8824 Unit 103	Thunder Sky 9440 Unit 103	Traveling Breeze 8824 Unit 103
Thunder Sky 9450 Unit 103		Thunder Sky 9450 Unit 103	
Addresses:		Addresses Inspected	
20		31	

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

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

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

15.0 MISCELLANEOUS ARCHITECTURAL

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

Horizon Wind 8639 Unit 102	Tom Noon 8618 Unit 102	Horizon Wind 8639 Unit 102	Tom Noon 8618 Unit 102
Horizon Wind 8679 Unit 102	Tom Noon 8647 Unit 102	Horizon Wind 8660 Unit 102	Tom Noon 8637 Unit 102
Horizon Wind 8729 Unit 102	Tom Noon 8668 Unit 102	Horizon Wind 8679 Unit 102	Tom Noon 8647 Unit 102
	Tom Noon 8679 Unit 102	Horizon Wind 8729 Unit 102	Tom Noon 8668 Unit 102
	Tom Noon 8689 Unit 102	Horizon Wind 8740 Unit 102	Tom Noon 8679 Unit 102
	Tom Noon 8718 Unit 102	Horizon Wind 8749 Unit 102	Tom Noon 8689 Unit 102
Horizon Wind 8759 Unit 102	Tom Noon 8758 Unit 102	Horizon Wind 8750 Unit 102	Tom Noon 8718 Unit 102
Horizon Wind 8760 Unit 102		Horizon Wind 8759 Unit 102	Tom Noon 8758 Unit 102
Horizon Wind 8789 Unit 102	Traveling Breeze 8634 Unit 102	Horizon Wind 8789 Unit 102	Traveling Breeze 8634 Unit 102
Horizon Wind 8799 Unit 102	Traveling Breeze 8665 Unit 102	Horizon Wind 8799 Unit 102	Traveling Breeze 8665 Unit 102
Horizon Wind 8810 Unit 102		Horizon Wind 8810 Unit 102	Traveling Breeze 8674 Unit 102
Thunder Sky 9440 Unit 102	Traveling Breeze 8764 Unit 102	Horizon Wind 8820 Unit 102	Traveling Breeze 8694 Unit 102
Thunder Sky 9470 Unit 102	Traveling Breeze 8805 Unit 102	Thunder Sky 9440 Unit 102	Traveling Breeze 8764 Unit 102
		Thunder Sky 9470 Unit 102	Traveling Breeze 8805 Unit 102
Addresses:	22	Addresses Inspected:	32

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:

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

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15.0 MISCELLANEOUS ARCHITECTURAL

15.02 Defect: Exterior door paint failure; peeling.

Location: Unit 101 exterior doors leading to private balcony.

Horizon Wind 8650 Unit 101	Tom Noon 8658 Unit 101	Horizon Wind 8650 Unit 101	Tom Noon 8658 Unit 101
Horizon Wind 8669 Unit 101		Horizon Wind 8669 Unit 101	Tom Noon 8717 Unit 101
Horizon Wind 8729 Unit 101	Tom Noon 8718 Unit 101	Horizon Wind 8729 Unit 101	Tom Noon 8718 Unit 101
Horizon Wind 8730 Unit 101	Tom Noon 8788 Unit 101	Horizon Wind 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 Wind 8750 Unit 101	Tom Noon 8828 Unit 101
Horizon Wind 8760 Unit 101	Traveling Breeze 8644 Unit 101	Horizon Wind 8760 Unit 101	Traveling Breeze 8644 Unit 101
Horizon Wind 8789 Unit 101	Traveling Breeze 8694 Unit 101	Horizon Wind 8789 Unit 101	Traveling Breeze 8694 Unit 101
Thunder Sky 9440 Unit 101		Thunder Sky 9440 Unit 101	Traveling Breeze 8755 Unit 101
Thunder Sky 9480 Unit 101		Thunder Sky 9480 Unit 101	Traveling Breeze 8765 Unit 101
Thunder Sky 9490 Unit 101	Traveling Breeze 8785 Unit 101	Thunder Sky 9490 Unit 101	Traveling Breeze 8785 Unit 101
Tom Noon 8638 Unit 101		Tom Noon 8638 Unit 101	Traveling Breeze 8805 Unit 101
Addresses:	22	Addresses Inspected:	23

Violations of Codes and Standards:

- Standard of care.

Resultant Damage:

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

Repair Recommendations:

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

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



Fig. 1- Single Hung



Fig. 2- Slider



Fig. 3- Picture Window

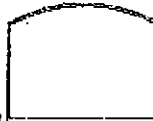


Fig. 4- Shapes

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 master-bedroom the window type and configuration changed

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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 Mounting Flange in Stud Frame Construction (CAWM 400-95)~~
- AAMA 2400-02 (Formerly CAWM 400-95) Standard Practice for Installation of Windows with a Mounting Flange in Stud Frame Construction.
- Standard Practice for Installation of Exterior Windows, Doors and Skylights ASTM E-2112-01.
- Standard of Care.

Resultant Damage:

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

Repair Recommendation:

This repair covered in 16.03 repair recommendation.

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Unit	Window	Defect	Recommendation	Unit	Window	Defect	Recommendation
				Horizon Wind 8650 Unit 101	7	Tom Noon 8658 Unit 101	7
	Tom Noon 8717 Unit 101	1		Horizon Wind 8669 Unit 101	7	Tom Noon 8717 Unit 101	7
	Tom Noon 8718 Unit 101	2		Horizon Wind 8729 Unit 101	7	Tom Noon 8718 Unit 101	7
				Horizon Wind 8730 Unit 101	7	Tom Noon 8788 Unit 101	7
				Horizon Wind 8749 Unit 101	7	Tom Noon 8818 Unit 101	7
				Horizon Wind 8750 Unit 101	7	Tom Noon 8828 Unit 101	7
				Horizon Wind 8760 Unit 101	7	Traveling Breeze 8644 Unit 101	7
				Horizon Wind 8789 Unit 101	7	Traveling Breeze 8694 Unit 101	7
				Horizon Wind 8799 Unit 101	7	Traveling Breeze 8695 Unit 101	7
				Horizon Wind 8800 Unit 101	7	Traveling Breeze 8725 Unit 101	7
				Thunder Sky 9440 Unit 101	7	Traveling Breeze 8755 Unit 101	7
				Thunder Sky 9440 Unit 101	7	Traveling Breeze 8755 Unit 101	7
				Tom Noon 8638 Unit 101	7	Traveling Breeze 8805 Unit 101	7

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

Unit	Window	Defect	Recommendation	Unit	Window	Defect	Recommendation
				Horizon Wind 8619 Unit 102	9	Tom Noon 8618 Unit 102	7
				Horizon Wind 8660 Unit 102	9	Tom Noon 8637 Unit 102	9
				Horizon Wind 8679 Unit 102	9	Tom Noon 8647 Unit 102	9
				Horizon Wind 8729 Unit 102	9	Tom Noon 8668 Unit 102	7
				Horizon Wind 8740 Unit 102	9	Tom Noon 8679 Unit 102	9
				Horizon Wind 8749 Unit 102	9	Tom Noon 8689 Unit 102	9
				Horizon Wind 8750 Unit 102	9	Tom Noon 8718 Unit 102	7
				Horizon Wind 8759 Unit 102	9	Tom Noon 8758 Unit 102	7
				Horizon Wind 8760 Unit 102	9	Tom Noon 8768 Unit 102	7
				Horizon Wind 8780 Unit 102	7	Tom Noon 8828 Unit 102	7
				Horizon Wind 8789 Unit 102	7	Traveling Breeze 8654 Unit 102	9
				Horizon Wind 8799 Unit 102	9	Traveling Breeze 8665 Unit 102	7
				Horizon Wind 8810 Unit 102	9	Traveling Breeze 8674 Unit 102	9
				Horizon Wind 8820 Unit 102	9	Traveling Breeze 8694 Unit 102	9
				Thunder Sky 9440 Unit 102	7	Traveling Breeze 8764 Unit 102	9
				Thunder Sky 9470 Unit 102	7	Traveling Breeze 8805 Unit 102	7

0 of 264 windows inspected=0% at 32 units at Unit /Plan 102

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N.R.S. 48.109 and N.R.S.48.638

			Horizon Wind 8639 Unit 103	8	Thunder Sky 9460 Unit 103	8	
			Horizon Wind 8640 Unit 103	9	Thunder Sky 9470 Unit 103	8	
			Horizon Wind 8649 Unit 103	8	Tom Noon 8618 Unit 103	8	
			Horizon Wind 8650 Unit 103	9	Tom Noon 8637 Unit 103	9	
			Horizon Wind 8670 Unit 103	9	Tom Noon 8679 Unit 103	9	
			Horizon Wind 8680 Unit 103	9	Tom Noon 8698 Unit 103	8	
			Horizon Wind 8729 Unit 103	8	Tom Noon 8708 Unit 103	8	
		Tom Noon 8718 Unit 103	1	Horizon Wind 8730 Unit 103	9	Tom Noon 8718 Unit 103	8
			Horizon Wind 8740 Unit 103	9	Tom Noon 8757 Unit 103	9	
			Horizon Wind 8750 Unit 103	9	Tom Noon 8787 Unit 103	8	
			Horizon Wind 8770 Unit 103	8	Traveling Breeze 8744 Unit 103	7	
			Horizon Wind 8789 Unit 103	8	Traveling Breeze 8744 Unit 103	8	
			Horizon Wind 8810 Unit 103	9	Traveling Breeze 8775 Unit 103	8	
Thunder Sky 9440 Unit 103	1		Thunder Sky 9440 Unit 103	8	Traveling Breeze 8804 Unit 103	8	
Thunder Sky 9450 Unit 103	2		Thunder Sky 9450 Unit 103	8			

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

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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.

Thunder Sky 9480 Unit 101	1	Tom Noon 8638 Unit 101	1	Thunder Sky 9480 Unit 101	Tom Noon 8638 Unit 101
				Horizon Wind 8650 Unit 101	Tom Noon 8628 Unit 101
					Traveling Breeze 8785 Unit 101
Addresses:		2	Windows:	2	Addresses Inspected:
					5

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

Horizon Wind 8639 Unit 102	1	Traveling Breeze 8674 Unit 102	1	Horizon Wind 8639 Unit 102	Tom Noon 8618 Unit 102
Horizon Wind 8660 Unit 102	1			Horizon Wind 8660 Unit 102	Tom Noon 8756 Unit 102
Horizon Wind 8749 Unit 102	1			Horizon Wind 8749 Unit 102	Traveling Breeze 8665 Unit 102
Thunder Sky 9440 Unit 102	1			Horizon Wind 8758 Unit 102	Traveling Breeze 8674 Unit 102
				Thunder Sky 9440 Unit 102	Traveling Breeze 8694 Unit 102
				Horizon Wind 8610 Unit 102	Traveling Breeze 8764 Unit 102
Addresses:		5	Windows:	5	Addresses Inspected:
					12

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

Horizon Wind 8649 Unit 103	1			Horizon Wind 8649 Unit 103	Tom Noon 8679 Unit 103
Horizon Wind 8650 Unit 103	1			Horizon Wind 8650 Unit 103	Traveling Breeze 8775 Unit 103
				Horizon Wind 8670 Unit 103	
				Horizon Wind 8739 Unit 103	
				Horizon Wind 8740 Unit 103	
				Horizon Wind 8789 Unit 103	
Addresses:		2	Windows:	2	Addresses Inspected:
					8

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

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

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N.R.S. 48.109 and N.R.S. 48.638

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.

Resulting Damages:

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

Repair Recommendation:

This repair covered in 16.03 repair recommendation.

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N.R.S. 48.109 and N.R.S.48.690

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

Location: At weather exposed windows.

Thunder Sky 9480 Unit 101	1	Tom Noon 8638 Unit 101	1	Thunder Sky 9480 Unit 101	1
Horizon Wind 8650 Unit 101	1	Tom Noon 8628 Unit 101	1	Horizon Wind 8650 Unit 101	1
		Traveling Breeze 8785 Unit 101	1		Traveling Breeze 8785 Unit 101
Addresses:	5	Windows:	5	Addresses Inspected:	5

Horizon Wind 8649 Unit 102	1	Tom Noon 8618 Unit 102	1	Horizon Wind 8649 Unit 102	1
Horizon Wind 8650 Unit 102	1	Tom Noon 8628 Unit 102	1	Horizon Wind 8650 Unit 102	1
Horizon Wind 8749 Unit 102	1	Traveling Breeze 8665 Unit 102	1	Horizon Wind 8749 Unit 102	1
Horizon Wind 8789 Unit 102	1	Traveling Breeze 8674 Unit 102	1	Horizon Wind 8789 Unit 102	1
Thunder Sky 9440 Unit 102	1	Traveling Breeze 8694 Unit 102	1	Thunder Sky 9440 Unit 102	1
Horizon Wind 8810 Unit 102	1	Traveling Breeze 8784 Unit 102	1	Horizon Wind 8810 Unit 102	1
Addresses:	12	Windows:	12	Addresses Inspected:	12

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

Horizon Wind 8649 Unit 103	1	Tom Noon 8679 Unit 103	1	Horizon Wind 8649 Unit 103	1
Horizon Wind 8650 Unit 103	1	Traveling Breeze 8775 Unit 103	1	Horizon Wind 8650 Unit 103	1
Horizon Wind 8670 Unit 103	1			Horizon Wind 8670 Unit 103	1
Horizon Wind 8730 Unit 103	1			Horizon Wind 8730 Unit 103	1
Horizon Wind 8740 Unit 103	1			Horizon Wind 8740 Unit 103	1
Horizon Wind 8789 Unit 103	1			Horizon Wind 8789 Unit 103	1
Addresses:	8	Windows:	8	Addresses Inspected:	8

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

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

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Violations of Codes and Standards:

- One Coat Stucco Manufacturers Specifications (Expo Fibrewall - ER-4368).
- 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 ~~Reps -ER-3800 and ER-7607~~).
- One Coat 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.

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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 alarm contacts at the sill.
- D. Remove and discard existing damaged building paper and Moistop
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.
- I. Install new building paper in a "weather board" fashion with new
Moistop paper flashing. Provide a minimum 6-inch side lap and 2-
inch 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.
- L. 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).

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16.04 Defect: Window frames installed without and/or incomplete sealant behind nail fin.

Location: At weather exposed windows.

Thunder Sky 9450 Unit 101	1	Tom Noon 8838 Unit 101	1	Thunder Sky 9450 Unit 101	Tom Noon 8838 Unit 101
		Tom Noon 8828 Unit 101	1	Horizon Wind 8650 Unit 101	Tom Noon 8828 Unit 101
		Traveling Breeze 8785 Unit 101	1		Traveling Breeze 8785 Unit 101
Addresses:	4	Windows:	4	Addresses Inspected:	5

				Horizon Wind 8659 Unit 102	Tom Noon 8618 Unit 102
				Horizon Wind 8660 Unit 102	Tom Noon 8758 Unit 102
				Horizon Wind 8749 Unit 102	Traveling Breeze 8668 Unit 102
				Horizon Wind 8789 Unit 102	Traveling Breeze 8674 Unit 102
		Traveling Breeze 8694 Unit 102	1	Thunder Sky 9440 Unit 102	Traveling Breeze 8694 Unit 102
		Traveling Breeze 8784 Unit 102	1	Horizon Wind 8610 Unit 102	Traveling Breeze 8784 Unit 102
Addresses:	2	Windows:	2	Addresses Inspected:	12

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

				Horizon Wind 8649 Unit 103	Tom Noon 8679 Unit 103
				Horizon Wind 8650 Unit 103	Traveling Breeze 8725 Unit 103
				Horizon Wind 8670 Unit 103	
Horizon Wind 8730 Unit 103	1			Horizon Wind 8730 Unit 103	
Horizon Wind 8740 Unit 103	1			Horizon Wind 8740 Unit 103	
				Horizon Wind 8789 Unit 103	
Addresses:	2	Windows:	2	Addresses Inspected:	8

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

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

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Violations of Codes and Standards:

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

Resultant Damage:

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

Repair Recommendation:

This repair covered in 16.03 repair recommendation.

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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.

Thunder Sky 9480 Unit 101	1			Thunder Sky 9480 Unit 101	Tom Noon 8638 Unit 101
Horizon Wind 8650 Unit 101	1			Horizon Wind 8650 Unit 101	Tom Noon 8638 Unit 101
					Traveling Breeze 8785 Unit 101
Addresses:		2	Windows:	2	Addresses Inspected:
					5

Horizon Wind 8660 Unit 102	1			Horizon Wind 8660 Unit 102	Tom Noon 8638 Unit 102
Horizon Wind 8749 Unit 102	1			Horizon Wind 8749 Unit 102	Tom Noon 8638 Unit 102
				Horizon Wind 8749 Unit 102	Traveling Breeze 8665 Unit 102
				Horizon Wind 8789 Unit 102	Traveling Breeze 8674 Unit 102
				Traveling Breeze 8694 Unit 102	Traveling Breeze 8694 Unit 102
				Traveling Breeze 8764 Unit 102	Traveling Breeze 8764 Unit 102
				Thunder Sky 9440 Unit 102	
				Horizon Wind 8810 Unit 102	
Addresses:		4	Windows:	4	Addresses Inspected:
					12

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

Horizon Wind 8650 Unit 103	1			Horizon Wind 8649 Unit 103	Tom Noon 8679 Unit 103
				Horizon Wind 8650 Unit 103	Traveling Breeze 8775 Unit 103
Horizon Wind 8730 Unit 103	1			Horizon Wind 8670 Unit 103	
Horizon Wind 8740 Unit 103	1			Horizon Wind 8730 Unit 103	
				Horizon Wind 8740 Unit 103	
				Horizon Wind 8789 Unit 103	
Addresses:		3	Windows:	3	Addresses Inspected:
					8

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

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

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Violations of Codes and Standards:

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

Resultant Damage:

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

Repair Recommendation:

This repair covered in 16.03 repair recommendation.

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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

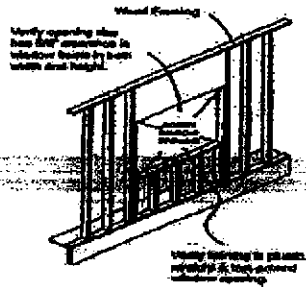
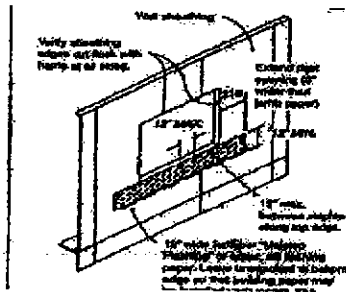


Figure 2



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

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

Thunder Sky 9480 Unit 101	1			Thunder Sky 9480 Unit 101	
Address:	1	Windows:	1	Address Inspected:	1

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

Horizon Wind 8660 Unit 102	1	Tom Nook 8758 Unit 102	1	Horizon Wind 8660 Unit 102	Tom Nook 8758 Unit 102
Horizon Wind 8769 Unit 102	1	Traveling Breeze 8665 Unit 102	1	Horizon Wind 8799 Unit 102	Traveling Breeze 8665 Unit 102
		Traveling Breeze 8769 Unit 102	1		Traveling Breeze 8769 Unit 102
Address:	7	Windows:	7	Address Inspected:	7

7 of 7 windows with shear panels tested=100% at Unit /Plan 102

Horizon Wind 8660 Unit 103	1			Horizon Wind 8660 Unit 103	
Horizon Wind 8670 Unit 103	1			Horizon Wind 8670 Unit 103	
Horizon Wind 8730 Unit 103	1			Horizon Wind 8730 Unit 103	
Horizon Wind 8769 Unit 103	1			Horizon Wind 8769 Unit 103	
Address:	4	Windows:	4	Address Inspected:	4

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

12 of 12 windows with shear panels tested =100%

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Preliminary Defect List &
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16.0 WINDOWS

FOR MEDIATION PURPOSES ONLY.
N.R.S. 48.109 and N.R.S.48.690

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 Mounting Flange in Wood Frame Construction~~
- Standard Practice for Installation of Exterior Windows, Doors and Skylights ASTM E-2112-01.
- Standard of Care.

Resultant Damage:

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

Repair Recommendation:

This repair covered in 16.03 repair recommendation.

ARLINGTON RANCH
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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.

Thunder Sky 9480 Unit 101	1	Tom Noon 8638 Unit 101	1	Horizon Wind 8650 Unit 101	Tom Noon 8638 Unit 101
				Thunder Sky 9480 Unit 101	Tom Noon 8638 Unit 101
					Traveling Breeze 8785 Unit 101
Addresses:	2	Windows:	2	Addresses Inspected:	5

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

Horizon Wind 8689 Unit 102	1	Horizon Wind 8610 Unit 102	1	Horizon Wind 8689 Unit 102	Tom Noon 8610 Unit 102
				Horizon Wind 8650 Unit 102	Tom Noon 8758 Unit 102
				Horizon Wind 8749 Unit 102	Traveling Breeze 8665 Unit 102
		Tom Noon 8768 Unit 102	1	Horizon Wind 8758 Unit 102	Traveling Breeze 8674 Unit 102
Horizon Wind 8749 Unit 102	1	Traveling Breeze 8665 Unit 102	1	Thunder Sky 9440 Unit 102	Traveling Breeze 8694 Unit 102
Horizon Wind 8739 Unit 102	1	Traveling Breeze 8674 Unit 102	1	Horizon Wind 8610 Unit 102	
Thunder Sky 9440 Unit 102	1	Traveling Breeze 8694 Unit 102	1	Thunder Sky 9440 Unit 102	
Addresses:	9	Windows:	9	Addresses Inspected:	12

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

Horizon Wind 8649 Unit 103	1			Horizon Wind 8649 Unit 103	Tom Noon 8679 Unit 103
Horizon Wind 8650 Unit 103	1	Traveling Breeze 8775 Unit 103	1	Horizon Wind 8650 Unit 103	Traveling Breeze 8775 Unit 103
Horizon Wind 8670 Unit 103	1			Horizon Wind 8670 Unit 103	
Horizon Wind 8730 Unit 103	1			Horizon Wind 8730 Unit 103	
Horizon Wind 8740 Unit 103	1			Horizon Wind 8740 Unit 103	
Horizon Wind 8769 Unit 103	1			Horizon Wind 8769 Unit 103	
Addresses:	6	Windows:	6	Addresses Inspected:	8

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

17 of 25 windows tested=68%

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

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

Violations of Codes and Standards:

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

Resultant Damage:

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

Repair Recommendation:

This repair covered in 16.03 repair recommendation.

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

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

Horizon Wind 8650 Unit 101	1	Tom Noon 8638 Unit 101	1	Horizon Wind 8650 Unit 101	Tom Noon 8638 Unit 101
		Tom Noon 8628 Unit 101	1	Thunder Sky 9480 Unit 101	Tom Noon 8628 Unit 101
		Traveling Breeze 8785 Unit 101	1		Traveling Breeze 8785 Unit 101
Addresses:	4	Windows:	4	Addresses Inspected:	5

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

Horizon Wind 8631 Unit 102	1	Tom Noon 8618 Unit 102	1	Horizon Wind 8631 Unit 102	Tom Noon 8618 Unit 102
Horizon Wind 8660 Unit 102	1			Horizon Wind 8660 Unit 102	Tom Noon 8753 Unit 102
		Traveling Breeze 8665 Unit 102	1	Horizon Wind 8749 Unit 102	Traveling Breeze 8665 Unit 102
				Horizon Wind 8789 Unit 102	Traveling Breeze 8674 Unit 102
				Thunder Sky 9440 Unit 102	Traveling Breeze 8694 Unit 102
Horizon Wind 8610 Unit 102	1			Horizon Wind 8610 Unit 102	Traveling Breeze 8764 Unit 102
Addresses:	5	Windows:	5	Addresses Inspected:	12

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

Horizon Wind 8649 Unit 103	1			Horizon Wind 8649 Unit 103	Tom Noon 8679 Unit 103
Horizon Wind 8650 Unit 103	1			Horizon Wind 8650 Unit 103	Traveling Breeze 8775 Unit 103
				Horizon Wind 8670 Unit 103	
				Horizon Wind 8730 Unit 103	
Horizon Wind 8740 Unit 103	1			Horizon Wind 8740 Unit 103	
Horizon Wind 8769 Unit 103	1			Horizon Wind 8769 Unit 103	
Addresses:	4	Windows:	4	Addresses Inspected:	8

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

13 of 25 windows tested=52%

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

FOR MEDIATION PURPOSES ONLY.
N.R.S. 40.103 and N.R.S. 40.600

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

Resultant Damage:

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

Repair Recommendation:

This repair covered in 16.03 repair recommendation.

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

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

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

		Tom Noon 8638 Unit 101	1	Horizon Wind 8650 Unit 101	Tom Noon 8638 Unit 101
		Tom Noon 8628 Unit 101	1	Thunder Sky 9460 Unit 101	Tom Noon 8628 Unit 101
		Traveling Breeze 8785 Unit 101	1		Traveling Breeze 8785 Unit 101
Addresses:	3	Windows:	3	Addresses Inspected:	5

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

Horizon Wind 8639 Unit 102	1	Tom Noon 8618 Unit 102	1	Horizon Wind 8639 Unit 102	Tom Noon 8618 Unit 102
				Horizon Wind 8650 Unit 102	Tom Noon 8768 Unit 102
				Horizon Wind 8749 Unit 102	Traveling Breeze 8688 Unit 102
Horizon Wind 8759 Unit 102	1			Horizon Wind 8759 Unit 102	Traveling Breeze 8674 Unit 102
		Traveling Breeze 8694 Unit 102	1	Thunder Sky 9440 Unit 102	Traveling Breeze 8694 Unit 102
		Traveling Breeze 8764 Unit 102	1	Horizon Wind 8810 Unit 102	Traveling Breeze 8764 Unit 102
Addresses:	5	Windows:	5	Addresses Inspected:	12

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

		Traveling Breeze 8775 Unit 103	1	Horizon Wind 8649 Unit 103	Tom Noon 8679 Unit 103
Horizon Wind 8670 Unit 103	1			Horizon Wind 8650 Unit 103	Traveling Breeze 8775 Unit 103
Horizon Wind 8730 Unit 103	1			Horizon Wind 8670 Unit 103	
Horizon Wind 8740 Unit 103				Horizon Wind 8730 Unit 103	
				Horizon Wind 8740 Unit 103	
				Horizon Wind 8769 Unit 103	
Addresses:	4	Windows:	4	Addresses Inspected:	8

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

12 of 25 tested=48%

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

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

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

Resultant Damage:

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

Repair Recommendation:

This repair covered in 16.03 repair recommendation.

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

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

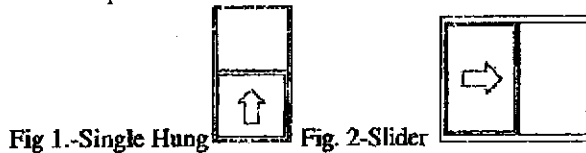


Fig. 1.-Single Hung

Fig. 2-Slider

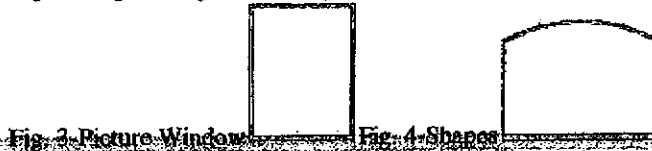


Fig. 3-Picture Window

Fig. 4-Shape

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

Plan/Unit Type 101 has:

1-Stacked Slider/Shape Window in living room

Plan/Unit Type 103 has:

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

R.H. Adcock inspected 9 stacked window configurations.

ARLINGTON RANCH
Preliminary Defect List &
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16.0 WINDOWS

FOR MEDIATION PURPOSES ONLY.
N.R.S. 48.109 and N.R.S.48.480

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

Horizon Wind 8650 Unit 101	1	Tom Noon 8638 Unit 101	1	Horizon Wind 8650 Unit 101	Tom Noon 8638 Unit 101
		Traveling Breeze 8785 Unit 101	1		Traveling Breeze 8785 Unit 101
Addresses:	3	Windows:	3	Addresses Inspected:	4

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

Horizon Wind 8650 Unit 103	1	Traveling Breeze 8775 Unit 103	1	Horizon Wind 8650 Unit 103	Tom Noon 8638 Unit 103
Horizon Wind 8670 Unit 103	1			Horizon Wind 8670 Unit 103	Traveling Breeze 8775 Unit 103
Horizon Wind 8730 Unit 103	1			Horizon Wind 8730 Unit 103	
Addresses:	4	Windows:	4	Addresses Inspected:	5

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

7 of 9 stack windows tested=78%

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

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

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".
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- 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.

Repair Recommendation:

This repair covered in 16.03 repair recommendation.

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

FOR MEDIATION PURPOSES ONLY.
N.R.S. 48.109 and N.R.S.48.689

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).
- ~~CAWM Standard for Installation of Windows With Integral Mounting Flange in Wood Frame Construction (CAWM 400-95)~~
- AAMA 2400-02 (Formerly CAWM 400-95) Standard Practice for Installation of Windows with a Mounting Flange in Stud Frame Construction.
- Standard Practice for Installation of Exterior Windows, Doors and Skylights ASTM E-2112-01.
- Standard of Care.

Resultant Damage:

- Water intrusion causing damage to structural components, 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.48.680

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

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

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

FOR MEDIATION PURPOSES ONLY.
N.R.S. 48.109 and N.R.S.48.584

				Horizon Wind 8639 Unit 103	1	Thunder Sky 9460 Unit 103	1
Horizon Wind 8640 Unit 103	1			Horizon Wind 8640 Unit 103	1	Thunder Sky 9470 Unit 103	1
		Tom Noon 8618 Unit 103	1	Horizon Wind 8649 Unit 103	1	Tom Noon 8618 Unit 103	1
		Tom Noon 8637 Unit 103	1	Horizon Wind 8650 Unit 103	1	Tom Noon 8637 Unit 103	1
		Tom Noon 8679 Unit 103	1	Horizon Wind 8670 Unit 103	1	Tom Noon 8679 Unit 103	1
				Horizon Wind 8680 Unit 103	1	Tom Noon 8698 Unit 103	1
		Tom Noon 8708 Unit 103	1	Horizon Wind 8729 Unit 103	1	Tom Noon 8708 Unit 103	1
		Tom Noon 8718 Unit 103	1	Horizon Wind 8730 Unit 103	1	Tom Noon 8718 Unit 103	1
				Horizon Wind 8740 Unit 103	1	Tom Noon 8757 Unit 103	1
				Horizon Wind 8750 Unit 103	1	Tom Noon 8767 Unit 103	1
				Horizon Wind 8779 Unit 103	1	Traveling Breeze 8834 Unit 103	1
				Horizon Wind 8789 Unit 103	1	Traveling Breeze 8844 Unit 103	1
		Traveling Breeze 8773 Unit 103	1	Horizon Wind 8810 Unit 103	1	Traveling Breeze 8773 Unit 103	1
				Thunder Sky 9440 Unit 103	1	Traveling Breeze 8834 Unit 103	1
				Thunder Sky 9450 Unit 103	1		

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

*** Slip Sheet ***

ARLINGTON RANCH
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 Development. A total of 85 units were inspected: 23 Plan Type 101e, 31 Plan Type 102s and 31 Plan Type 103s allowing an adequate review of any defects 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

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

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

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

Inspected for at: See Defect Locator Matrix

(a) Observed at: See Defect Locator Matrix

(b) Observed at: See Defect Locator Matrix

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

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

Repair Recommendation: ~~For Condition (a): Create nozzle access holes as required and install in the wainscot under the fixture bottom. Allow for full cure time (typically 24 hours) before using fixture.~~

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

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

Inspected for at: See Defect Locator Matrix

(a) Observed at: See Defect Locator Matrix

(b) Observed at: See Defect Locator Matrix

Codes & Standards: UPC; Standard of Care

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

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

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

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

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

Inspected for at: See Defect Locator Matrix

Observed at: See Defect Locator Matrix

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

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

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

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

Inspected for at: See Defect Locator Matrix

(a) Observed at: See Defect Locator Matrix

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

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

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

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

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

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

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

Inspected for at: See Defect Locator Matrix

Observed at: See Defect Locator Matrix

Codes & Standards: UPC, Standard of Care, Water Heater and Relief Valve

Manufacturer's Specifications

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

Repair Recommendation: Confirm the T&P's seat and valve are not seized. Remove the existing corrugated connector. Replace with a 1/4" union. Fill the gap in the piping with 1/2" rigid copper pipe and provide the necessary pipe suspension devices as required.

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

Inspected for at: See Defect Locator Matrix

Observed at: See Defect Locator Matrix

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

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

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

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

Inspected for at: See Defect Locator Matrix

Observed at: See Defect Locator Matrix

Codes & Standards: UPC, Standard of Care

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

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

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

Inspected for at: See Defect Locator Matrix

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

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

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

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

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

Inspected for at: See Defect Locator Matrix

(a) Observed at: See Defect Locator Matrix

(b) Observed at: See Defect Locator Matrix

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

Codes & Standards: UPC; Standard of Care

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

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

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

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

Inspected for at: See Defect Locator Matrix

Observed at: See Defect Locator Matrix

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

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

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

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

Inspected for at: See Defect Locator Matrix

Observed at: See Defect Locator Matrix

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

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

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

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

Inspected for at: See Defect Locator Matrix

Observed at: See Defect Locator Matrix

Codes & Standards: UPC; Standard of Care

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

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

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

Inspected for at: See Defect Locator Matrix

Observed at: See Defect Locator Matrix

Codes & Standards: UPC; Standard of Care

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

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

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

Inspected for at: See Defect Locator Matrix

Observed at: See Defect Locator Matrix

Codes & Standards: UPC; Standard of Care

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

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

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

Inspected for at: See Defect Locator Matrix

Observed at: See Defect Locator Matrix

Codes & Standards: UPC, Standard of Care

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

Repair Recommendation: Remove the three cleanout covers. Gain access to each unit and operate a fixture to confirm which riser serves which unit. Trim the existing riser with ABS x Female Iron Pipe adapter. Provide a threaded raised square head cleanout plug. Drill a cross hole through all cleanouts with the same number and using drive 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. Re-grade 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

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

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

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

Inspected for at: See Defect Locator Matrix

Observed at: See Defect Locator Matrix

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

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

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

	Add	Station	Unit	P-1a	P-1b	P-2a	P-2b	P-3a	P-3b	P-4	P-5a	P-5b	P-6
1	8639	Horizon Wind	102	2X	X	Misc show	O	Misc	B1	N/A	X	O	X
2	8640	Horizon Wind	103	2X	O	O	O	O	O	X	X	O	X
3	8649	Horizon Wind	103	2X	X	O	O	O	O	X	X	O	X
4	8650	Horizon Wind	101	2X	X	O	O	O	N/A	X	X	O	X
5	8650	Horizon Wind	103	2X	O	O	O	Misc	O	X	X	O	X
6	8650	Horizon Wind	102	2X	O	Misc show	O	O	O	N/A	X	O	X
7	8649	Horizon Wind	101	2X	O	O	O	O	N/A	X	X	O	X
8	8670	Horizon Wind	103	2X	O	O	O	O	O	X	X	O	X
9	8679	Horizon Wind	102	2X	O	Misc show	O	O	O	N/A	X	O	X
10	8680	Horizon Wind	103	2X	O	O	O	O	O	X	X	O	X
11	8729	Horizon Wind	101	2X	2X	O	O	B1	N/A	X	X	O	X
12	8729	Horizon Wind	102	2X	X	Misc show	O	O	O	N/A	X	O	X
13	8729	Horizon Wind	103	2X	O	O	O	B2	O	X	X	O	X
14	8730	Horizon Wind	101	2X	O	O	O	O	N/A	X	X	O	X
15	8730	Horizon Wind	103	X	O	O	O	O	B1	X	X	O	X
16	8740	Horizon Wind	102	2X	X	Misc show	O	O	O	N/A	X	O	X
17	8740	Horizon Wind	103	2X	O	O	O	Misc	O	X	X	O	X
18	8749	Horizon Wind	102	2X	O	Misc show	O	O	O	N/A	X	O	X
19	8750	Horizon Wind	101	2X	O	O	O	O	N/A	X	X	O	X
20	8750	Horizon Wind	102	2X	X	Misc show	O	O	O	N/A	X	O	X
21	8750	Horizon Wind	103	2X	O	O	O	O	O	X	X	O	X
22	8759	Horizon Wind	102	2X	X	Misc show	O	O	O	N/A	X	O	X
23	8759	Horizon Wind	103	2X	O	O	O	B2	O	X	X	O	X
24	8760	Horizon Wind	101	2X	2X	O	O	B1	N/A	X	X	O	X
25	8760	Horizon Wind	102	2X	X	Misc show	O	O	O	N/A	X	O	X
26	8760	Horizon Wind	103	2X(E)	NI	NI	NI	NI	NI	X(E)	X(E)	O	X(E)
27	8779	Horizon Wind	101	2X	O	O	O	O	O	X	X	O	X
28	8780	Horizon Wind	102	2X	O	Misc show	O	O	O	N/A	X	O	X
29	8789	Horizon Wind	101	2X	O	O	O	O	N/A	X	X	O	X
30	8789	Horizon Wind	102	2X	2X	Misc show	O	O	O	N/A	X	O	X
31	8789	Horizon Wind	103	2X	O	O	O	O	O	X	X	O	X
32	8789	Horizon Wind	101	2X	O	O	O	O	O	N/A	X	O	X
33	8789	Horizon Wind	102	2X	O	O	O	O	O	N/A	X	O	X
34	8789	Horizon Wind	103	2X	O	O	O	O	O	N/A	X	O	X
35	8789	Horizon Wind	101	2X	O	O	O	O	O	N/A	X	O	X
36	8789	Horizon Wind	102	2X	O	O	O	O	O	N/A	X	O	X
37	8789	Horizon Wind	103	2X	O	O	O	O	O	N/A	X	O	X
38	8789	Horizon Wind	101	2X	O	O	O	O	O	N/A	X	O	X
39	8789	Horizon Wind	102	2X	2X	Misc show	O	O	O	N/A	X	O	X
40	8789	Horizon Wind	103	2X	2X	O	O	O	O	X	X	O	X
41	8789	Horizon Wind	101	2X	O	O	O	O	O	X	X	O	X
42	8789	Horizon Wind	102	2X	2X	Misc show	O	B2, Misc	O	N/A	X	O	X
43	8789	Horizon Wind	103	2X	O	O	O	O	O	X	X	O	X
44	8789	Horizon Wind	101	2X	O	O	O	O	N/A	X	X	O	X
45	8789	Horizon Wind	102	2X	O	O	O	B1	N/A	X	X	O	X
46	8789	Horizon Wind	103	2X	O	Misc show	O	O	O	N/A	X	O	X
47	8789	Horizon Wind	101	2X	O	O	O	B2, Misc	B1	X	X	O	X
48	8789	Horizon Wind	102	2X	O	Misc show	O	B2	O	N/A	X	O	X
49	8789	Horizon Wind	103	2X	O	O	O	Misc	O	X	X	O	X
50	8789	Horizon Wind	101	2X	O	Misc show	O	O	O	N/A	X	O	X
51	8789	Horizon Wind	102	2X	O	Misc show	O	B2	O	N/A	X	O	X
52	8789	Horizon Wind	103	2X	O	O	O	O	O	X	X	O	X
53	8789	Horizon Wind	101	2X	O	Misc show	O	O	O	N/A	X	O	X
54	8789	Horizon Wind	102	2X	O	O	O	O	O	X	X	O	X
55	8789	Horizon Wind	103	2X	O	Misc show	O	O	O	N/A	X	O	X
56	8789	Horizon Wind	101	2X	O	O	O	O	O	X	X	O	X
57	8789	Horizon Wind	102	2X	O	O	O	O	O	X	X	O	X
58	8789	Horizon Wind	103	2X	O	O	O	O	O	X	X	O	X
59	8789	Horizon Wind	101	2X	O	O	O	O	O	N/A	X	O	X
60	8789	Horizon Wind	102	2X	O	Misc show	O	O	O	N/A	X	O	X
61	8789	Horizon Wind	103	2X	X	O	O	O	O	X	X	O	X
62	8789	Horizon Wind	101	2X	O	O	O	B2, Misc	B1	X	X	O	X
63	8789	Horizon Wind	102	2X	X	Misc show	O	Misc	O	N/A	X	O	X
64	8789	Horizon Wind	103	2X	O	Misc show	O	O	O	N/A	X	O	X
65	8789	Horizon Wind	101	2X	O	O	O	O	O	X	X	O	X
66	8789	Horizon Wind	102	2X(E)	NI	Misc show (E)	NI	NI	NI	N/A(E)	X(E)	O	X(E)
67	8789	Horizon Wind	103	2X	O	O	O	O	O	N/A	X	O	X
68	8789	Horizon Wind	101	2X	2X	O	O	O	O	N/A	X	O	X
69	8789	Horizon Wind	102	2X	O	Misc show	O	O	O	N/A	X	O	X
70	8789	Horizon Wind	103	2X	X	O	O	O	O	N/A	X	O	X
71	8789	Horizon Wind	101	2X	O	O	O	Misc tub	O	B1	X	O	X
72	8789	Horizon Wind	102	2X	O	Misc show	O	Misc	O	N/A	X	O	X
73	8789	Horizon Wind	103	2X	X	Misc show	O	O	O	N/A	X	O	X
74	8789	Horizon Wind	101	2X	X	Misc tub	O	B2, Misc	O	X	X	O	X
75	8789	Horizon Wind	102	2X	O	O	O	B1	N/A	X	X	O	X
76	8789	Horizon Wind	103	2X	X	O	O	O	O	N/A	X	O	X
77	8789	Horizon Wind	101	2X	O	O	O	O	O	X	X	O	X
78	8789	Horizon Wind	102	2X	X	O	O	Misc tub, B1	Misc	N/A	X	O	X
79	8789	Horizon Wind	103	2X	X	Misc show	O	B2, Misc	Misc	O	N/A	X	X
80	8789	Horizon Wind	101	2X	O	O	O	Misc tub, B1	O	N/A	X	O	X
81	8789	Horizon Wind	102	2X	O	O	O	O	O	X	X	O	X
82	8789	Horizon Wind	103	2X	O	O	O	O	O	N/A	X	O	X
83	8789	Horizon Wind	101	2X	O	O	O	B1	O	N/A	X	X	X
84	8789	Horizon Wind	102	2X	O	Misc show	O	O	O	N/A	X	O	X
85	8789	Horizon Wind	103	2X	X	O	O	B2, Misc	B1	X	X	O	X
86	8789	Horizon Wind	101	2X	O	O	O	O	O	N/A	X	O	X
87	8789	Horizon Wind	102	2X	O	O	O	O	O	N/A	X	O	X
88	8789	Horizon Wind	103	2X	O	O	O	O	O	N/A	X	O	X
89	8789	Horizon Wind	101	2X	O	O	O	O	O	N/A	X	O	X
90	8789	Horizon Wind	102	2X	O	O	O	O	O	N/A	X	O	X
91	8789	Horizon Wind	103	2X	O	O	O	O	O	N/A	X	O	X
92	8789	Horizon Wind	101	2X	O	O	O	O	O	N/A	X	O	X
93	8789	Horizon Wind	102	2X	O	O	O	O	O	N/A	X	O	X
94	8789	Horizon Wind	103	2X	O	O	O	O	O	N/A	X	O	X
95	8789	Horizon Wind	101	2X	O	O	O	O	O	N/A	X	O	X
96	8789	Horizon Wind	102	2X	O	O	O	O	O	N/A	X	O	X
97	8789	Horizon Wind	103	2X	O	O	O	O	O	N/A	X	O	X
98	8789	Horizon Wind	101	2X	O	O	O	O	O	N/A	X	O	X
99	8789	Horizon Wind	102	2X	O	O	O	O	O	N/A	X	O	X
100	8789	Horizon Wind	103	2X	O	O	O	O	O	N/A	X	O	X
101	8789	Horizon Wind	101	2X	O	O	O	O	O	N/A	X	O	X
102	8789	Horizon Wind	102	2X	O	O	O	O	O	N/A	X	O	X
103	8789	Horizon Wind	103	2X	O	O	O	O	O	N/A	X	O	X
104	8789	Horizon Wind	101	2X	O	O	O	O	O	N/A	X	O	X
105	8789	Horizon Wind	102	2X	O	O	O	O	O	N/A	X	O	X
106	8789	Horizon Wind	103	2X	O	O	O	O	O	N/A	X	O	X
107	8789	Horizon Wind	101	2X	O	O	O	O	O	N/A	X	O	X
108	8789	Horizon Wind	102	2X	O	O	O	O	O	N/A	X	O	X
109	8789	Horizon Wind	103	2X	O	O	O	O	O	N/A	X	O	X
110	8789	Horizon Wind	101	2X	O	O	O	O	O	N/A	X	O	X
111	8789	Horizon Wind	102	2X	O	O	O	O	O	N/A	X	O	X
112	8789	Horizon Wind	103	2X	O	O	O	O	O	N/A	X	O	X
113	8789	Horizon Wind	101	2X	O	O	O	O	O	N/A	X	O	X
114	8789	Horizon Wind	102	2X	O	O	O	O	O	N/A	X	O	X
115	8789	Horizon Wind	103	2X	O	O	O	O	O	N/A	X	O	X
116	8789	Horizon Wind	101	2X	O	O	O	O	O	N/A	X	O	X
117	8789	Horizon Wind	102	2X	O	O	O	O	O	N/A	X	O	X
118	8789	Horizon Wind	103	2X	O	O	O	O	O	N/A	X	O	X
119	8789	Horizon Wind	101	2X	O	O	O	O	O	N/A	X	O	X
120	8789	Horizon Wind	102	2X	O	O	O	O	O	N/A	X	O	X
121	8789	Horizon Wind	103	2X	O	O	O	O	O	N/A	X	O	X
122	8789	Horizon Wind	101	2X	O	O	O	O	O	N/A	X	O	X
123	8789	Horizon Wind	102	2X	O	O	O	O	O	N/A	X	O	X
124	8789	Horizon Wind	103	2X	O	O	O	O	O	N/A	X	O	X
125	8789	Horizon Wind	101	2X	O	O	O	O	O	N/A	X	O	X
126	8789	Horizon Wind	102	2X	O	O	O	O	O	N/A	X	O	X
127	8789	Horizon Wind	103	2X	O	O	O	O	O	N/A	X	O	X
128	8789	Horizon Wind	101	2X	O	O	O	O	O	N/A	X	O	X
129	8789	Horizon Wind	102	2X	O	O	O	O	O	N/A	X	O	X
130	8789	Horizon Wind	103	2X	O	O	O	O	O	N/A	X	O	X
131	8789	Horizon Wind	101	2X	O	O	O	O	O	N/A	X	O	X
132	8789	Horizon Wind	102	2X	O	O	O	O	O	N/A	X	O	X
133	8789	Horizon Wind	103	2X	O	O	O	O	O	N/A	X	O	X
134	8789	Horizon Wind	101	2X	O	O	O	O	O	N/A	X	O	X

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

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

HNAR00010703