16.0 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 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

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

Observed Defective at:				Addresses Inspected:	
Address:	Windws	Address:	Windws	Address:	Address:
		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
Observed Defective at:				Addresses Inspected:	
Addresses:	3	Windows:	3	Addresses Inspected:	5
Percentage Defective:	60%	of units or areas inspected			

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

Observed Defective at:				Addresses Inspected:	
Address:	Windws	Address:	Windws	Address:	Address:
Horizon Wind 8639 Unit 102	1	Tom Noon 8618 Unit 102	1	Horizon Wind 8639 Unit 102	Tom Noon 8618 Unit 102
				Horizon Wind 8660 Unit 102	Tom Noon 8758 Unit 102
				Horizon Wind 8749 Unit 102	Traveling Breeze 8685 Unit 102
Horizon Wind 8799 Unit 102	1			Horizon Wind 8799 Unit 102	Traveling Breeze 8674 Unit 102
		Traveling Breeze 8694 Unit 102	1	Thunder Sky 9440 Unit 102	Traveling Breeze 8694 Unit 102
		Traveling Breeze 8764 Unit 102	1	Horizon Wind 8810 Unit 102	Traveling Breeze 8764 Unit 102
Observed Defective at:				Addresses Inspected:	
Addresses:	5	Windows:	5	Addresses Inspected:	12
Percentage Defective:	42%	of units or areas inspected			

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

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

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

12 of 25 tested=48%

16.0 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 and interior finishes.
- Not maintainable as constructed.

Repair Recommendation:

This repair covered in 16.03 repair recommendation.

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

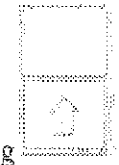
Fig 1.-Single Hung 

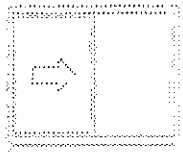
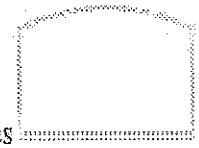
Fig. 2-Slider 

Fig. 3-Picture Window 

Fig. 4-Shapes 

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

Plan/Unit Type 101 has:
1-Stacked Slider/Shape Window in living room

Plan/Unit Type 103 has:
1-Stacked Slider/Shape Window in master-bedroom bathroom

R.H. Adcock inspected 9 stacked window configurations.

16.0 WINDOWS

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

Observed Defective at:				Addresses Inspected:	
Address:	Wndws	Address:	Wndws	Address:	Address:
Horizon Wind 8650 Unit 101	1	Tom Noon 8638 Unit 101	1	Horizon Wind 8650 Unit 101	Tom Noon 8638 Unit 101
					Tom Noon 8629 Unit 101
		Traveling Breeze 8785 Unit 101	1		Traveling Breeze 8785 Unit 101
Observed Defective at:				Addresses Inspected:	
Addresses:	3	Windows:	3	Addresses Inspected:	4
Percentage Defective:	75%	of units or areas inspected			

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

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

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

7 of 9 stack windows tested=78%

16.0 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.

Repair Recommendation:

This repair covered in 16.03 repair recommendation.

16.0 WINDOWS

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

Location: At weather exposed windows.

Violations of Codes and Standards:

- 2000 International Building Code Sections 1403.2, 1404.2, 1405.2, and 1405.3.
- 2000 International Building Code Commentary Sections 1403.2, 1404.2, 1405.2, and 1405.3.
- Plaster and Drywall Systems Manual, 3rd Edition, 1988 "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.

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16.0 WINDOWS

Observed Defective at:				Addresses Inspected:			
Address:	Wdw	Address:	Wdw	Address:	Wdw	Address:	Wdw
				Horizon Wind 8650 Unit 101	3	Tom Noon 8658 Unit 101	3
		Tom Noon 8717 Unit 101	3	Horizon Wind 8669 Unit 101	3	Tom Noon 8717 Unit 101	3
		Tom Noon 8718 Unit 101	3	Horizon Wind 8729 Unit 101	3	Tom Noon 8718 Unit 101	3
				Horizon Wind 8730 Unit 101	3	Tom Noon 8788 Unit 101	3
				Horizon Wind 8749 Unit 101	3	Tom Noon 8818 Unit 101	3
				Horizon Wind 8750 Unit 101	3	Tom Noon 8828 Unit 101	3
		Traveling Breeze 8644 Unit 101	2	Horizon Wind 8760 Unit 101	3	Traveling Breeze 8644 Unit 101	3
				Horizon Wind 8789 Unit 101	3	Traveling Breeze 8694 Unit 101	3
				Horizon Wind 8799 Unit 101	3	Traveling Breeze 8695 Unit 101	3
				Horizon Wind 8800 Unit 101	3	Traveling Breeze 8725 Unit 101	3
				Thunder Sky 9440 Unit 101	3	Traveling Breeze 8755 Unit 101	3
				Thunder Sky 9480 Unit 101	3	Traveling Breeze 8765 Unit 101	3
				Thunder Sky 9490 Unit 101	3	Traveling Breeze 8785 Unit 101	3
				Tom Noon 8638 Unit 101	3	Traveling Breeze 8805 Unit 101	3
Observed Defective at:				Addresses Inspected:			
Addresses:	3	Windows:	8	Addresses Inspected:	28	Windows Inspected:	84
Percentage Defective:	10% observed defective						

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

Observed Defective at:				Addresses Inspected:			
Address:	Wdw	Address:	Wdw	Address:	Wdw	Address:	Wdw
Horizon Wind 8639 Unit 102	1	Tom Noon 8618 Unit 102	2	Horizon Wind 8639 Unit 102	4	Tom Noon 8618 Unit 102	2
		Tom Noon 8637 Unit 102	1	Horizon Wind 8660 Unit 102	4	Tom Noon 8637 Unit 102	4
		Tom Noon 8647 Unit 102	4	Horizon Wind 8679 Unit 102	4	Tom Noon 8647 Unit 102	4
		Tom Noon 8668 Unit 102	2	Horizon Wind 8729 Unit 102	4	Tom Noon 8668 Unit 102	2
				Horizon Wind 8740 Unit 102	4	Tom Noon 8679 Unit 102	4
		Tom Noon 8689 Unit 102	4	Horizon Wind 8749 Unit 102	4	Tom Noon 8689 Unit 102	4
				Horizon Wind 8750 Unit 102	4	Tom Noon 8718 Unit 102	2
				Horizon Wind 8759 Unit 102	4	Tom Noon 8758 Unit 102	2
				Horizon Wind 8760 Unit 102	4	Tom Noon 8768 Unit 102	2
				Horizon Wind 8780 Unit 102	2	Tom Noon 8828 Unit 102	2
		Traveling Breeze 8654 Unit 102	4	Horizon Wind 8789 Unit 102	2	Traveling Breeze 8654 Unit 102	4
				Horizon Wind 8799 Unit 102	4	Traveling Breeze 8665 Unit 102	2
		Traveling Breeze 8674 Unit 102	4	Horizon Wind 8810 Unit 102	4	Traveling Breeze 8674 Unit 102	4
				Horizon Wind 8820 Unit 102	4	Traveling Breeze 8694 Unit 102	4
				Thunder Sky 9440 Unit 102	2	Traveling Breeze 8764 Unit 102	4
Thunder Sky 9470 Unit 102	2			Thunder Sky 9470 Unit 102	2	Traveling Breeze 8805 Unit 102	2
Observed Defective at:				Addresses Inspected:			
Addresses:	9	Windows:	24	Addresses Inspected:	32	Windows Inspected:	104
Percentage Defective:	23% observed defective						

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

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16.0 WINDOWS

Observed Defective at:				Addresses Inspected:			
Address:	Wdw	Address:	Wdw	Address:	Wdw	Address:	Wdw
				Horizon Wind 8639 Unit 103	1	Thunder Sky 9460 Unit 103	1
Horizon Wind 8640 Unit 103	1			Horizon Wind 8640 Unit 103	1	Thunder Sky 9470 Unit 103	1
		Torn Noon 8618 Unit 103	1	Horizon Wind 8649 Unit 103	1	Torn Noon 8618 Unit 103	1
		Torn Noon 8637 Unit 103	1	Horizon Wind 8650 Unit 103	1	Torn Noon 8637 Unit 103	1
		Torn Noon 8679 Unit 103	1	Horizon Wind 8670 Unit 103	1	Torn Noon 8679 Unit 103	1
				Horizon Wind 8680 Unit 103	1	Torn Noon 8698 Unit 103	1
		Torn Noon 8708 Unit 103	1	Horizon Wind 8729 Unit 103	1	Torn Noon 8708 Unit 103	1
		Torn Noon 8718 Unit 103	1	Horizon Wind 8730 Unit 103	1	Torn Noon 8718 Unit 103	1
				Horizon Wind 8749 Unit 103	1	Torn Noon 8757 Unit 103	1
				Horizon Wind 8750 Unit 103	1	Torn Noon 8787 Unit 103	1
		Traveling Breeze 8645 Unit 103	1	Horizon Wind 8759 Unit 103	1	Traveling Breeze 8645 Unit 103	1
				Horizon Wind 8779 Unit 103	1	Traveling Breeze 8694 Unit 103	1
				Horizon Wind 8789 Unit 103	1	Traveling Breeze 8744 Unit 103	1
		Traveling Breeze 8775 Unit 103	1	Horizon Wind 8810 Unit 103	1	Traveling Breeze 8775 Unit 103	1
				Thunder Sky 9440 Unit 103	1	Traveling Breeze 8824 Unit 103	1
				Thunder Sky 9450 Unit 103	1		
Observed Defective at:				Addresses Inspected:			
Addresses:	8	Windows:	8	Addresses Inspected:	31	Windows Inspected:	31
Percentage Defective:	26% observed defective						

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

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

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15.0 MISCELLANEOUS ARCHITECTURAL

15.02 Defect: Exterior door paint failure; peeling.
Location: Unit 101 exterior doors leading to private balcony.

Observed Defective at:		Addresses Inspected:	
Address:	Address:	Address:	Address:
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
Horizon Wind 8799 Unit 101	Traveling Breeze 8695 Unit 101	Horizon Wind 8799 Unit 101	Traveling Breeze 8695 Unit 101
Horizon Wind 8800 Unit 101		Horizon Wind 8800 Unit 101	Traveling Breeze 8725 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
Observed Defective at:		Addresses Inspected:	
Addresses:	22	Addresses Inspected:	28
Percentage Defective:	79% of units or areas inspected		

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:

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

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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

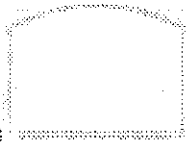

Fig. 4-Shapes

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

16.0 WINDOWS

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 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.

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16.0 WINDOWS

Observed Defective at:				Addresses Inspected:			
Address:	Wdw	Address:	Wdw	Address:	Wdw	Address:	Wdw
				Horizon Wind 8650 Unit 101	7	Torn Noon 8658 Unit 101	7
		Torn Noon 8717 Unit 101	1	Horizon Wind 8669 Unit 101	7	Torn Noon 8717 Unit 101	7
		Torn Noon 8718 Unit 101	2	Horizon Wind 8729 Unit 101	7	Torn Noon 8718 Unit 101	7
				Horizon Wind 8730 Unit 101	7	Torn Noon 8788 Unit 101	7
				Horizon Wind 8749 Unit 101	7	Torn Noon 8818 Unit 101	7
				Horizon Wind 8750 Unit 101	7	Torn 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 8654 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 9480 Unit 101	7	Traveling Breeze 8765 Unit 101	7
				Thunder Sky 9490 Unit 101	7	Traveling Breeze 8785 Unit 101	7
				Torn Noon 8658 Unit 101	7	Traveling Breeze 8805 Unit 101	7
Observed Defective at:				Addresses Inspected:			
Addresses:	2	Windows:	3	Addresses Inspected:	28	Windows Inspected:	196
Percentage Defective:	2% observed defective						

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

Observed Defective at:				Addresses Inspected:			
Address:	Wdw	Address:	Wdw	Address:	Wdw	Address:	Wdw
				Horizon Wind 8639 Unit 102	9	Torn Noon 8618 Unit 102	7
				Horizon Wind 8660 Unit 102	9	Torn Noon 8637 Unit 102	9
				Horizon Wind 8679 Unit 102	9	Torn Noon 8647 Unit 102	9
				Horizon Wind 8729 Unit 102	9	Torn Noon 8668 Unit 102	7
				Horizon Wind 8740 Unit 102	9	Torn Noon 8679 Unit 102	9
				Horizon Wind 8749 Unit 102	9	Torn Noon 8689 Unit 102	9
				Horizon Wind 8750 Unit 102	9	Torn Noon 8718 Unit 102	7
				Horizon Wind 8759 Unit 102	9	Torn Noon 8738 Unit 102	7
				Horizon Wind 8760 Unit 102	9	Torn Noon 8768 Unit 102	7
				Horizon Wind 8780 Unit 102	7	Torn 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
Observed Defective at:				Addresses Inspected:			
Addresses:	0	Windows:	0	Addresses Inspected:	32	Windows Inspected:	264
Percentage Defective:	0% observed defective						

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

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16.0 WINDOWS

Observed Defective at:				Addresses Inspected:			
Address:	Wdw	Address:	Wdw	Address:	Wdw	Address:	Wdw
				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	Torn Noon 8618 Unit 103	8
				Horizon Wind 8650 Unit 103	9	Torn Noon 8637 Unit 103	9
				Horizon Wind 8670 Unit 103	9	Torn Noon 8679 Unit 103	9
				Horizon Wind 8680 Unit 103	9	Torn Noon 8698 Unit 103	8
				Horizon Wind 8729 Unit 103	8	Torn Noon 8708 Unit 103	8
		Torn Noon 8718 Unit 103	1	Horizon Wind 8730 Unit 103	9	Torn Noon 8718 Unit 103	8
				Horizon Wind 8740 Unit 103	9	Torn Noon 8757 Unit 103	9
				Horizon Wind 8750 Unit 103	9	Torn Noon 8787 Unit 103	8
				Horizon Wind 8759 Unit 103	9	Traveling Breeze 8645 Unit 103	8
				Horizon Wind 8779 Unit 103	8	Traveling Breeze 8694 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 8824 Unit 103	8
Thunder Sky 9450 Unit 103	2			Thunder Sky 9450 Unit 103	8		
Observed Defective at:				Addresses Inspected:			
Addresses:	3	Windows:	4	Addresses Inspected:	31	Windows Inspected:	259
Percentage Defective:	2%	observed defective					

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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16.0 WINDOWS

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

Observed Defective at:				Addresses Inspected:	
Address:	Windws	Address:	Windws	Address:	Address:
Thunder Sky 9480 Unit 101	1	Tom Noon 8638 Unit 101	1	Thunder Sky 9480 Unit 101	Tom Noon 8636 Unit 101
				Horizon Wind 8650 Unit 101	Tom Noon 8828 Unit 101
					Traveling Breeze 8785 Unit 101
Observed Defective at:				Addresses Inspected:	
Addresses:	2	Windows:	2	Addresses Inspected:	5
Percentage Defective:	40%	of units or areas inspected			

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

Observed Defective at:				Addresses Inspected:	
Address:	Windws	Address:	Windws	Address:	Address:
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 8758 Unit 102
Horizon Wind 8749 Unit 102	1			Horizon Wind 8749 Unit 102	Traveling Breeze 8685 Unit 102
Thunder Sky 9440 Unit 102	1			Horizon Wind 8799 Unit 102	Traveling Breeze 8674 Unit 102
				Thunder Sky 9440 Unit 102	Traveling Breeze 8694 Unit 102
				Horizon Wind 8810 Unit 102	Traveling Breeze 8764 Unit 102
Observed Defective at:				Addresses Inspected:	
Addresses:	5	Windows:	5	Addresses Inspected:	12
Percentage Defective:	42%	of units or areas inspected			

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

Observed Defective at:				Addresses Inspected:	
Address:	Windws	Address:	Windws	Address:	Address:
Horizon Wind 8649 Unit 103	1			Horizon Wind 8649 Unit 103	Tom Noon 8679 Unit 103
Horizon Wind 8650 Unit 103	1			Horizon Wind 8650 Unit 103	Traveling Breeze 8775 Unit 103
				Horizon Wind 8670 Unit 103	
				Horizon Wind 8730 Unit 103	
				Horizon Wind 8740 Unit 103	
				Horizon Wind 8789 Unit 103	
Observed Defective at:				Addresses Inspected:	
Addresses:	2	Windows:	2	Addresses Inspected:	8
Percentage Defective:	25%	of units or areas inspected			

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

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

16.0 WINDOWS

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.

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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16.0 WINDOWS

16.03 **Defect:** EPS not sealed at dissimilar material juncture (aluminum metal frame).
Location: At weather exposed windows.

Observed Defective at:				Addresses Inspected:	
Address:	Windws	Address:	Windws	Address:	Address:
Thunder Sky 9480 Unit 101	1	Torn Noon 8638 Unit 101	1	Thunder Sky 9480 Unit 101	Torn Noon 8638 Unit 101
Horizon Wind 8650 Unit 101	1	Torn Noon 8828 Unit 101	1	Horizon Wind 8650 Unit 101	Torn Noon 8828 Unit 101
		Traveling Breeze 8785 Unit 101	1		Traveling Breeze 8785 Unit 101
Observed Defective at:				Addresses Inspected:	
Addresses:	5	Windows:	5	Addresses Inspected:	5
Percentage Defective:	100%	of units or areas inspected			

5 of 5 windows tested=100% at Unit /Plan 101

Observed Defective at:				Addresses Inspected:	
Address:	Windws	Address:	Windws	Address:	Address:
Horizon Wind 8639 Unit 102	1	Torn Noon 8618 Unit 102	1	Horizon Wind 8639 Unit 102	Torn Noon 8618 Unit 102
Horizon Wind 8660 Unit 102	1	Torn Noon 8758 Unit 102	1	Horizon Wind 8660 Unit 102	Torn Noon 8758 Unit 102
Horizon Wind 8749 Unit 102	1	Traveling Breeze 8665 Unit 102	1	Horizon Wind 8749 Unit 102	Traveling Breeze 8665 Unit 102
Horizon Wind 8799 Unit 102	1	Traveling Breeze 8674 Unit 102	1	Horizon Wind 8799 Unit 102	Traveling Breeze 8674 Unit 102
Thunder Sky 9440 Unit 102	1	Traveling Breeze 8684 Unit 102	1	Thunder Sky 9440 Unit 102	Traveling Breeze 8684 Unit 102
Horizon Wind 8810 Unit 102	1	Traveling Breeze 8764 Unit 102	1	Horizon Wind 8810 Unit 102	Traveling Breeze 8764 Unit 102
Observed Defective at:				Addresses Inspected:	
Addresses:	12	Windows:	12	Addresses Inspected:	12
Percentage Defective:	100%	of units or areas inspected			

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

Observed Defective at:				Addresses Inspected:	
Address:	Windws	Address:	Windws	Address:	Address:
Horizon Wind 8649 Unit 103	1	Torn Noon 8679 Unit 103	1	Horizon Wind 8649 Unit 103	Torn 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 8789 Unit 103	1			Horizon Wind 8789 Unit 103	
Observed Defective at:				Addresses Inspected:	
Addresses:	8	Windows:	8	Addresses Inspected:	8
Percentage Defective:	100%	of units or areas inspected			

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

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

16.0 WINDOWS

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 Kote -ER-3899 and ESR-1607).
- One Coat Stucco Manufacturers Specifications (Wire Tex -ER-3878).
- Standard of Care.

Resultant Damage:

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

16.0 WINDOWS

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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16.0 WINDOWS

16.04 Defect: Window frames installed without and/or incomplete sealant behind nail fin.
Location: At weather exposed windows.

Observed Defective at:				Addresses Inspected:	
Address:	Windws	Address:	Windws	Address:	Address:
Thunder Sky 9480 Unit 101	1	Torn Noon 8638 Unit 101	1	Thunder Sky 9480 Unit 101	Torn Noon 8638 Unit 101
		Torn Noon 8628 Unit 101	1	Horizon Wind 8650 Unit 101	Torn Noon 8628 Unit 101
		Traveling Breeze 8725 Unit 101	1		Traveling Breeze 8725 Unit 101
Observed Defective at:				Addresses Inspected:	
Addresses:	4	Windows:	4	Addresses Inspected:	5
Percentage Defective:	80%	of units or areas inspected			

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

Observed Defective at:				Addresses Inspected:	
Address:	Windws	Address:	Windws	Address:	Address:
				Horizon Wind 8639 Unit 102	Torn Noon 8618 Unit 102
				Horizon Wind 8660 Unit 102	Torn Noon 8758 Unit 102
				Horizon Wind 8749 Unit 102	Traveling Breeze 8926 Unit 102
				Horizon Wind 8799 Unit 102	Traveling Breeze 8674 Unit 102
		Traveling Breeze 8694 Unit 102	1	Thunder Sky 9440 Unit 102	Traveling Breeze 8694 Unit 102
		Traveling Breeze 8764 Unit 102	1	Horizon Wind 8810 Unit 102	Traveling Breeze 8764 Unit 102
Observed Defective at:				Addresses Inspected:	
Addresses:	2	Windows:	2	Addresses Inspected:	12
Percentage Defective:	17%	of units or areas inspected			

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

Observed Defective at:				Addresses Inspected:	
Address:	Windws	Address:	Windws	Address:	Address:
				Horizon Wind 8649 Unit 103	Torn Noon 8679 Unit 103
				Horizon Wind 8650 Unit 103	Traveling Breeze 8775 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	
Observed Defective at:				Addresses Inspected:	
Addresses:	2	Windows:	2	Addresses Inspected:	8
Percentage Defective:	25%	of units or areas inspected			

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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16.0 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 and interior finishes.
- Not maintainable as constructed.

Repair Recommendation:

This repair covered in 16.03 repair recommendation.

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16.0 WINDOWS

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.

Observed Defective at:				Addresses Inspected:	
Address:	Windws	Address:	Windws	Address:	Address:
Thunder Sky 9480 Unit 101	1			Thunder Sky 9480 Unit 101	Torn Noon 8638 Unit 101
Horizon Wind 8650 Unit 101	1			Horizon Wind 8650 Unit 101	Torn Noon 8628 Unit 101
					Traveling Breeze 8765 Unit 101
Observed Defective at:				Addresses Inspected:	
Addresses:	2	Windows:	2	Addresses Inspected:	5
Percentage Defective:	40%	of units or areas inspected			

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

Observed Defective at:				Addresses Inspected:	
Address:	Windws	Address:	Windws	Address:	Address:
				Horizon Wind 8639 Unit 102	Torn Noon 8618 Unit 102
Horizon Wind 8660 Unit 102	1			Horizon Wind 8660 Unit 102	Torn Noon 8759 Unit 102
Horizon Wind 8749 Unit 102	1			Horizon Wind 8749 Unit 102	Traveling Breeze 8665 Unit 102
				Horizon Wind 8799 Unit 102	Traveling Breeze 8674 Unit 102
		Traveling Breeze 8694 Unit 102	1	Thunder Sky 9440 Unit 102	Traveling Breeze 8694 Unit 102
		Traveling Breeze 8764 Unit 102	1	Horizon Wind 8810 Unit 102	Traveling Breeze 8764 Unit 102
Observed Defective at:				Addresses Inspected:	
Addresses:	4	Windows:	4	Addresses Inspected:	12
Percentage Defective:	33%	of units or areas inspected			

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

Observed Defective at:				Addresses Inspected:	
Address:	Windws	Address:	Windws	Address:	Address:
				Horizon Wind 8649 Unit 103	Torn 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	1			Horizon Wind 8730 Unit 103	
Horizon Wind 8740 Unit 103	1			Horizon Wind 8740 Unit 103	
				Horizon Wind 8759 Unit 103	
Observed Defective at:				Addresses Inspected:	
Addresses:	3	Windows:	3	Addresses Inspected:	8
Percentage Defective:	38%	of units or areas inspected			

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

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

16.0 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 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

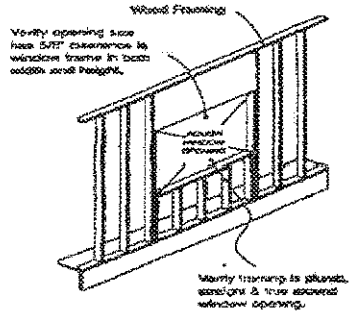
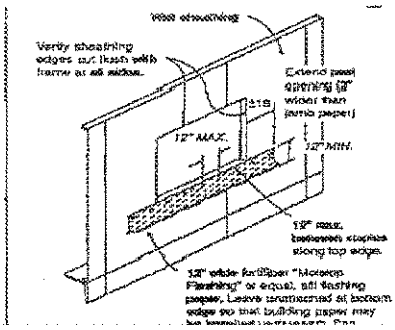


Figure 2



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16.0 WINDOWS

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

Observed Defective at:				Addresses Inspected:	
Address:	Windows	Address:	Windows	Address:	Address:
Thunder Sky 9480 Unit 101	1			Thunder Sky 9480 Unit 101	
Observed Defective at:				Addresses Inspected:	
Addresses:	1	Windows:	1	Addresses Inspected:	1
Percentage Defective:	100%	of units or areas inspected			

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

Observed Defective at:				Addresses Inspected:	
Address:	Windows	Address:	Windows	Address:	Address:
Horizon Wind 8639 Unit 102	1	Torn Noon 8616 Unit 102	1	Horizon Wind 8639 Unit 102	Torn Noon 8616 Unit 102
Horizon Wind 8660 Unit 102	1	Torn Noon 8758 Unit 102	1	Horizon Wind 8660 Unit 102	Torn Noon 8758 Unit 102
Horizon Wind 8799 Unit 102	1	Traveling Breeze 8665 Unit 102	1	Horizon Wind 8799 Unit 102	Traveling Breeze 8665 Unit 102
		Traveling Breeze 8764 Unit 102	1		Traveling Breeze 8764 Unit 102
Observed Defective at:				Addresses Inspected:	
Addresses:	7	Windows:	7	Addresses Inspected:	7
Percentage Defective:	100%	of units or areas inspected			

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

Observed Defective at:				Addresses Inspected:	
Address:	Windows	Address:	Windows	Address:	Address:
Horizon Wind 8650 Unit 103	1			Horizon Wind 8650 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 8789 Unit 103	1			Horizon Wind 8789 Unit 103	
Observed Defective at:				Addresses Inspected:	
Addresses:	4	Windows:	4	Addresses Inspected:	4
Percentage Defective:	100%	of units or areas inspected			

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

12 of 12 windows with shear panels tested =100 %

16.0 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 and interior finishes.
- Not maintainable as constructed.

Repair Recommendation:

This repair covered in 16.03 repair recommendation.

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16.0 WINDOWS

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

Observed Defective at:				Addresses Inspected:	
Address:	Windws	Address:	Windws	Address:	Address:
		Tom Noon 8638 Unit 101	1	Horizon Wind 8650 Unit 101	Tom Noon 8638 Unit 101
Thunder Sky 9480 Unit 101	1			Thunder Sky 9480 Unit 101	Tom Noon 8628 Unit 101
					Traveling Breeze 8785 Unit 101
Observed Defective at:				Addresses Inspected:	
Addresses:	2	Windows:	2	Addresses Inspected:	5
Percentage Defective:	40%	of units or areas inspected			

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

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

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

Observed Defective at:				Addresses Inspected:	
Address:	Windws	Address:	Windws	Address:	Address:
Horizon Wind 8649 Unit 103	1			Horizon Wind 8649 Unit 103	Tom Noon 8679 Unit 103
Horizon Wind 8650 Unit 103	1	Traveling Breeze 8775 Unit 103	1	Horizon Wind 8650 Unit 103	Traveling Breeze 8775 Unit 103
Horizon Wind 8670 Unit 103	1			Horizon Wind 8670 Unit 103	
Horizon Wind 8730 Unit 103	1			Horizon Wind 8730 Unit 103	
				Horizon Wind 8740 Unit 103	
Horizon Wind 8769 Unit 103	1			Horizon Wind 8769 Unit 103	
Observed Defective at:				Addresses Inspected:	
Addresses:	6	Windows:	6	Addresses Inspected:	8
Percentage Defective:	75%	of units or areas inspected			

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

17 of 25 windows tested=68%

16.0 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 and interior finishes.
- Not maintainable as constructed.

Repair Recommendation:

This repair covered in 16.03 repair recommendation.

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16.0 WINDOWS

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

Observed Defective at:				Addresses Inspected:	
Address:	Windws	Address:	Windws	Address:	Address:
Horizon Wind 8650 Unit 101	1	Tom Noon 8638 Unit 101	1	Horizon Wind 8650 Unit 101	Tom Noon 8638 Unit 101
		Tom Noon 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
Observed Defective at:				Addresses Inspected:	
Addresses:	4	Windows:	4	Addresses Inspected:	5
Percentage Defective:	80%	of units or areas inspected			

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

Observed Defective at:				Addresses Inspected:	
Address:	Windws	Address:	Windws	Address:	Address:
Horizon Wind 8639 Unit 102	1	Tom Noon 8618 Unit 102	1	Horizon Wind 8639 Unit 102	Tom Noon 8618 Unit 102
Horizon Wind 8660 Unit 102	1			Horizon Wind 8660 Unit 102	Tom Noon 8758 Unit 102
		Traveling Breeze 8665 Unit 102	1	Horizon Wind 8749 Unit 102	Traveling Breeze 8665 Unit 102
				Horizon Wind 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
Observed Defective at:				Addresses Inspected:	
Addresses:	5	Windows:	5	Addresses Inspected:	12
Percentage Defective:	42%	of units or areas inspected			

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

Observed Defective at:				Addresses Inspected:	
Address:	Windws	Address:	Windws	Address:	Address:
Horizon Wind 8649 Unit 103	1			Horizon Wind 8649 Unit 103	Tom Noon 8679 Unit 103
Horizon Wind 8650 Unit 103	1			Horizon Wind 8650 Unit 103	Traveling Breeze 8775 Unit 103
				Horizon Wind 8670 Unit 103	
				Horizon Wind 8750 Unit 103	
Horizon Wind 8740 Unit 103	1			Horizon Wind 8740 Unit 103	
Horizon Wind 8789 Unit 103	1			Horizon Wind 8789 Unit 103	
Observed Defective at:				Addresses Inspected:	
Addresses:	4	Windows:	4	Addresses Inspected:	8
Percentage Defective:	50%	of units or areas inspected			

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

13 of 25 windows tested=52%

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10.0 FIRE RESISTIVE CONSTRUCTION

10.03 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: Garage one-hour rated load bearing walls supporting ceiling.

Observed Defective at: Address:	Address:	Addresses Inspected: Address:	Address:
		Horizon Wind 8660 Unit 101	Tom Noon 8768 Unit 101
		Horizon Wind 8749 Unit 101	Tom Noon 8828 Unit 101
Horizon Wind 8760 Unit 101		Horizon Wind 8760 Unit 101	Traveling Breeze 8694 Unit 101
	Traveling Breeze 8785 Unit 101	Thunder Sky 9480 Unit 101	Traveling Breeze 8785 Unit 101
		Tom Noon 8638 Unit 101	
Observed Defective at:		Addresses Inspected:	
Addresses:	2	Addresses Inspected:	9
Percentage Defective:	22% of units or areas inspected		

2 of 9 tested 22% at unit/plan 101

Observed Defective at: Address:	Address:	Addresses Inspected: Address:	Address:
	Tom Noon 8618 Unit 102	Horizon Wind 8639 Unit 102	Tom Noon 8618 Unit 102
	Tom Noon 8758 Unit 102	Horizon Wind 8660 Unit 102	Tom Noon 8758 Unit 102
Horizon Wind 8749 Unit 102		Horizon Wind 8749 Unit 102	Traveling Breeze 8685 Unit 102
	Traveling Breeze 8764 Unit 102	Horizon Wind 8799 Unit 102	Traveling Breeze 8674 Unit 102
		Horizon Wind 8810 Unit 102	Traveling Breeze 8694 Unit 102
		Thunder Sky 9440 Unit 102	Traveling Breeze 8764 Unit 102
	Traveling Breeze 8805 Unit 102		Traveling Breeze 8805 Unit 102
Observed Defective at:		Addresses Inspected:	
Addresses:	5	Addresses Inspected:	13
Percentage Defective:	38% of units or areas inspected		

5 of 13 tested 38% at unit/plan 102

Observed Defective at: Address:	Address:	Addresses Inspected: Address:	Address:
		Horizon Wind 8649 Unit 103	Thunder Sky 9440 Unit 103
Horizon Wind 8650 Unit 103	Tom Noon 8679 Unit 103	Horizon Wind 8650 Unit 103	Tom Noon 8679 Unit 103
Horizon Wind 8670 Unit 103	Traveling Breeze 8645 Unit 103	Horizon Wind 8670 Unit 103	Traveling Breeze 8645 Unit 103
		Horizon Wind 8730 Unit 103	Traveling Breeze 8775 Unit 103
		Horizon Wind 8740 Unit 103	Traveling Breeze 8824 Unit 103
		Horizon Wind 8759 Unit 103	
		Horizon Wind 8769 Unit 103	
Observed Defective at:		Addresses Inspected:	
Addresses:	4	Addresses Inspected:	11
Percentage Defective:	36% of units or areas inspected		

4 of 11 tested 36% at unit/plan 103

11 of 33 tested=33%

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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-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: See repair 10.04.

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10.0 FIRE RESISTIVE CONSTRUCTION

10.04 **Defect:** Opposing seams are back to back.
Location: Garage one-hour rated load bearing walls supporting ceiling.

Observed Defective at: Address:	Address:	Addresses Inspected: Address:	Address:
Horizon Wind 8650 Unit 101		Horizon Wind 8650 Unit 101	Tom Noon 8788 Unit 101
Horizon Wind 8749 Unit 101		Horizon Wind 8749 Unit 101	Tom Noon 8928 Unit 101
Horizon Wind 8760 Unit 101	Traveling Breeze 8694 Unit 101	Horizon Wind 8760 Unit 101	Traveling Breeze 8694 Unit 101
		Thunder Sky 9490 Unit 101	Traveling Breeze 8785 Unit 101
Tom Noon 8638 Unit 101		Tom Noon 8638 Unit 101	
Observed Defective at:		Addresses Inspected:	
Addresses:	5	Addresses Inspected:	9
Percentage Defective:	56% of units or areas inspected		

5 of 9 tested 56% at unit/plan 101

Observed Defective at: Address:	Address:	Addresses Inspected: Address:	Address:
Horizon Wind 8639 Unit 102		Horizon Wind 8639 Unit 102	Tom Noon 8618 Unit 102
Horizon Wind 8660 Unit 102		Horizon Wind 8660 Unit 102	Tom Noon 8758 Unit 102
Horizon Wind 8749 Unit 102		Horizon Wind 8749 Unit 102	Traveling Breeze 8665 Unit 102
Horizon Wind 8799 Unit 102	Traveling Breeze 8674 Unit 102	Horizon Wind 8799 Unit 102	Traveling Breeze 8674 Unit 102
Thunder Sky 9440 Unit 102		Horizon Wind 8810 Unit 102	Traveling Breeze 8694 Unit 102
	Traveling Breeze 8694 Unit 102	Thunder Sky 9440 Unit 102	Traveling Breeze 8764 Unit 102
Horizon Wind 8810 Unit 102	Traveling Breeze 8764 Unit 102	Horizon Wind 8810 Unit 102	Traveling Breeze 8805 Unit 102
Observed Defective at:		Addresses Inspected:	
Addresses:	9	Addresses Inspected:	14
Percentage Defective:	64% of units or areas inspected		

9 of 14 tested 64% at unit/plan 102

Observed Defective at: Address:	Address:	Addresses Inspected: Address:	Address:
		Horizon Wind 8649 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 8679 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		Horizon Wind 8740 Unit 103	Traveling Breeze 8775 Unit 103
Horizon Wind 8759 Unit 103		Horizon Wind 8759 Unit 103	Traveling Breeze 8834 Unit 103
Horizon Wind 8789 Unit 103		Horizon Wind 8789 Unit 103	
Observed Defective at:		Addresses Inspected:	
Addresses:	9	Addresses Inspected:	12
Percentage Defective:	75% of units or areas inspected		

9 of 12 tested 75% at unit/plan 103

23 of 34 tested=68%

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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 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 other fire resistive and structural repair recommendations. In addition to the 34 units already inspected and 23 found defective, assume 68% of garage load bearing walls require the following repair:

A. Remove and store property and other items from both sides of wall.
B. Remove and discard existing drywall from Unit 102 garage (or what is the center garage) both sides of walls.
C. Install new 5/8" Type X drywall per Gypsum Association design Number WP5512 and WP5515.
D. Apply drywall compound at nail heads, prime and paint to match existing, corner to corner.
E. Re-install property to original locations.

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10.0 FIRE RESISTIVE CONSTRUCTION

10.05 **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: Unit to Unit party walls.

Observed Defective at: Address:	Address:	Addresses Inspected: Address:	Address:
		Tom Noon 8638 Unit 101	
	Traveling Breeze 8785 Unit 101-stairs		Traveling Breeze 8785 Unit 101
Tom Noon 8828 Unit 101-stairs		Tom Noon 8828 Unit 101	
Observed Defective at:		Addresses Inspected:	
Addresses:	2	Addresses Inspected:	3
Percentage Defective:	67% of units or areas inspected		

2 of 3 tested 66% at unit/plan 101

Observed Defective at: Address:	Address:	Addresses Inspected: Address:	Address:
			Traveling Breeze 8894 Unit 102
	Traveling Breeze 8805 Unit 102-stairs	Tom Noon 8759 Unit 102	Traveling Breeze 8805 Unit 102
Observed Defective at:		Addresses Inspected:	
Addresses:	1	Addresses Inspected:	3
Percentage Defective:	33% of units or areas inspected		

1 of 3 tested 33% at unit/plan 102

Observed Defective at: Address:	Address:	Addresses Inspected: Address:	Address:
Tom Noon 8579 Unit 103-stairs		Tom Noon 8579 Unit 103	
Observed Defective at:		Addresses Inspected:	
Addresses:	1	Addresses Inspected:	1
Percentage Defective:	100% of units or areas inspected		

1 of 1 tested 100% at unit/plan 103

4 of 7 tested=57%

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10.0 FIRE RESISTIVE CONSTRUCTION

Violations of Codes and Standards:

- 2000 International Building Code Sections 719.1(2), 14.1.3 l, m, Table 719.1 Footnote o, and Table 601-602Gypsum Association-17th Edition of the Fire Resistance Design Manual requirements April 2003, WP5512 and WP5515.
- Gypsum Association-17th Edition of the Fire Resistance Design Manual requirements April 2003, General Explanatory Notes, Page 9, Note #22.
- Gypsum Association ES Report ER-1632 (February 1, 2002) Section 2.4.2 and Section 2.4.3.
- Gypsum Association ESR Report ESR-1338 (December 1, 2004) Section 4.2.2.2 and Section 4.2.2.3
- 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 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.

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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.

Observed Defective at: Address:	Address:	Addresses Inspected: Address:	Address:
Horizon Wind 8729 Unit 101		Horizon Wind 8729 Unit 101	Thunder Sky 9460 Unit 101
Horizon Wind 8749 Unit 101	Torn Noon 8638 Unit 101	Horizon Wind 8749 Unit 101	Torn Noon 8638 Unit 101
Horizon Wind 8760 Unit 101	Torn Noon 8788 Unit 101	Horizon Wind 8760 Unit 101	Torn Noon 8788 Unit 101
	Torn Noon 8828 Unit 101		Torn Noon 8828 Unit 101
	Traveling Breeze 8694 Unit 101		Traveling Breeze 8694 Unit 101
	Traveling Breeze 8785 Unit 101		Traveling Breeze 8785 Unit 101
Observed Defective at:		Addresses Inspected:	
Addresses:	8	Addresses Inspected:	9
Percentage Defective:	89% of units or areas inspected		

8 of 9 tested 89% at unit/plan 101

Observed Defective at: Address:	Address:	Addresses Inspected: Address:	Address:
	Torn Noon 8618 Unit 102	Horizon Wind 8650 Unit 102	Torn Noon 8618 Unit 102
	Traveling Breeze 8685 Unit 102	Horizon Wind 8749 Unit 102	Traveling Breeze 8685 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
Observed Defective at:		Addresses Inspected:	
Addresses:	5	Addresses Inspected:	8
Percentage Defective:	63% of units or areas inspected		

5 of 8 tested 63% at unit/plan 102

Observed Defective at: Address:	Address:	Addresses Inspected: Address:	Address:
Horizon Wind 8650 Unit 103	Traveling Breeze 8645 Unit 103	Horizon Wind 8650 Unit 103	Traveling Breeze 8645 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	
Observed Defective at:		Addresses Inspected:	
Addresses:	10	Addresses Inspected:	10
Percentage Defective:	100% of units or areas inspected		

10 of 10 tested 100% at unit/plan 103

23 of 27 tested=85%

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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 601-602Gypsum Association-17th Edition of the Fire Resistance Design Manual requirements April 2003, WP5512 and WP5515.
- Gypsum Association-17th Edition of the Fire Resistance Design Manual requirements April 2003, General Explanatory Notes, Page 9, Note #22.
- Gypsum Association ES Report ER-1632 (February 1, 2002) Section 2.4.2 and Section 2.4.3.
- Gypsum Association ESR Report ESR-1338 (December 1, 2004) Section 4.2.2.2 and Section 4.2.2.3
- 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-our fire rated construction party wall. In addition to the 28 addresses already inspected, and 23 found defective, assume 85% of unit to unit party walls with shear panels (see structural drawings for shear panel locations) require the following repair:

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

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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.

Observed Defective at: Address:	Address:	Addresses Inspected: Address:	Address:
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 8826 Unit 101
			Traveling Breeze 8684 Unit 101
	Traveling Breeze 8785 Unit 101		Traveling Breeze 8785 Unit 101
Observed Defective at:		Addresses Inspected:	
Addresses:	8	Addresses Inspected:	10
Percentage Defective:	80% of units or areas inspected		

8 of 10 tested 80% at unit/plan 101

Observed Defective at: Address:	Address:	Addresses Inspected: Address:	Address:
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 8758 Unit 102	Horizon Wind 8660 Unit 102	Tom Noon 8758 Unit 102
Horizon Wind 8749 Unit 102	Traveling Breeze 8665 Unit 102	Horizon Wind 8749 Unit 102	Traveling Breeze 8665 Unit 102
Horizon Wind 8799 Unit 102	Traveling Breeze 8674 Unit 102	Horizon Wind 8799 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
Observed Defective at:		Addresses Inspected:	
Addresses:	12	Addresses Inspected:	13
Percentage Defective:	92% of units or areas inspected		

12 of 13 tested 92% at unit/plan 102

Observed Defective at: Address:	Address:	Addresses Inspected: Address:	Address:
Horizon Wind 8649 Unit 103	Horizon Wind 8789 Unit 103	Horizon Wind 8649 Unit 103	Horizon Wind 8789 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
Observed Defective at:		Addresses Inspected:	
Addresses:	12	Addresses Inspected:	12
Percentage Defective:	100% of units or areas inspected		

12 of 12 tested 100% at unit/plan 103

32 of 35 tested=91%

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10.0 FIRE RESISTIVE CONSTRUCTION

Violations of Codes and Standards:

- 2000 International Building Code Sections 719.1(2), 14.1.3 l, m, Table 719.1 Footnote o, and Table 601-602Gypsum Association-17th Edition of the Fire Resistance Design Manual requirements April 2003, WP5512 and WP5515.
- Gypsum Association-17th Edition of the Fire Resistance Design Manual requirements April 2003, General Explanatory Notes, Page 9, Note #22.
- Gypsum Association ES Report ER-1632 (February 1, 2002) Section 2.4.2 and Section 2.4.3.
- Gypsum Association ESR Report ESR-1338 (December 1, 2004) Section 4.2.2.2 and Section 4.2.2.3
- 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.
- 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.

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11.0 WALLBOARD

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).

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11.0 WALLBOARD

Observed Defective at: Address:	Address:	Addresses Inspected: Address:	Address:
		Horizon Wind 8650 Unit 101	Torn Noon 8658 Unit 101
Horizon Wind 8669 Unit 101	Torn Noon 8717 Unit 101	Horizon Wind 8669 Unit 101	Torn Noon 8717 Unit 101
Horizon Wind 8729 Unit 101		Horizon Wind 8729 Unit 101	Torn Noon 8718 Unit 101
Horizon Wind 8730 Unit 101		Horizon Wind 8730 Unit 101	Torn Noon 8788 Unit 101
Horizon Wind 8749 Unit 101	Torn Noon 8818 Unit 101	Horizon Wind 8749 Unit 101	Torn Noon 8818 Unit 101
Horizon Wind 8750 Unit 101		Horizon Wind 8750 Unit 101	Torn 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
Horizon Wind 8799 Unit 101		Horizon Wind 8799 Unit 101	Traveling Breeze 8695 Unit 101
Horizon Wind 8800 Unit 101		Horizon Wind 8800 Unit 101	Traveling Breeze 8725 Unit 101
Thunder Sky 9440 Unit 101		Thunder Sky 9440 Unit 101	Traveling Breeze 8755 Unit 101
		Thunder Sky 9480 Unit 101	Traveling Breeze 8765 Unit 101
Thunder Sky 9490 Unit 101		Thunder Sky 9490 Unit 101	Traveling Breeze 8785 Unit 101
		Torn Noon 8638 Unit 101	Traveling Breeze 8805 Unit 101
Observed Defective at:		Addresses Inspected:	
Addresses:	15	Addresses Inspected:	28
Percentage Defective:	54% of units or areas inspected		

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

Observed Defective at: Address:	Address:	Addresses Inspected: Address:	Address:
		Horizon Wind 8639 Unit 102	Torn Noon 8618 Unit 102
		Horizon Wind 8690 Unit 102	Torn Noon 8637 Unit 102
Horizon Wind 8679 Unit 102	Torn Noon 8647 Unit 102	Horizon Wind 8679 Unit 102	Torn Noon 8647 Unit 102
Horizon Wind 8729 Unit 102	Torn Noon 8668 Unit 102	Horizon Wind 8729 Unit 102	Torn Noon 8668 Unit 102
Horizon Wind 8740 Unit 102	Torn Noon 8679 Unit 102	Horizon Wind 8740 Unit 102	Torn Noon 8679 Unit 102
		Horizon Wind 8749 Unit 102	Torn Noon 8689 Unit 102
	Torn Noon 8718 Unit 102	Horizon Wind 8750 Unit 102	Torn Noon 8718 Unit 102
Horizon Wind 8759 Unit 102		Horizon Wind 8759 Unit 102	Torn Noon 8758 Unit 102
Horizon Wind 8760 Unit 102	Torn Noon 8768 Unit 102	Horizon Wind 8760 Unit 102	Torn Noon 8768 Unit 102
Horizon Wind 8780 Unit 102	Torn Noon 8828 Unit 102	Horizon Wind 8780 Unit 102	Torn Noon 8828 Unit 102
Horizon Wind 8789 Unit 102		Horizon Wind 8789 Unit 102	Traveling Breeze 8654 Unit 102
Horizon Wind 8799 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 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
Observed Defective at:		Addresses Inspected:	
Addresses:	16	Addresses Inspected:	32
Percentage Defective:	50% of units or areas inspected		

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

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11.0 WALLBOARD

Observed Defective at:		Addresses Inspected:	
Address:	Address:	Address:	Address:
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	Torn Noon 8618 Unit 103
		Horizon Wind 8650 Unit 103	Torn Noon 8637 Unit 103
		Horizon Wind 8670 Unit 103	Torn Noon 8679 Unit 103
Horizon Wind 8680 Unit 103	Torn Noon 8698 Unit 103	Horizon Wind 8680 Unit 103	Torn Noon 8698 Unit 103
Horizon Wind 8729 Unit 103	Torn Noon 8708 Unit 103	Horizon Wind 8729 Unit 103	Torn Noon 8708 Unit 103
Horizon Wind 8730 Unit 103	Torn Noon 8718 Unit 103	Horizon Wind 8730 Unit 103	Torn Noon 8718 Unit 103
		Horizon Wind 8740 Unit 103	Torn Noon 8757 Unit 103
Horizon Wind 8750 Unit 103		Horizon Wind 8750 Unit 103	Torn 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
		Horizon Wind 8789 Unit 103	Traveling Breeze 8744 Unit 103
		Horizon Wind 8810 Unit 103	Traveling Breeze 8775 Unit 103
		Thunder Sky 9440 Unit 103	Traveling Breeze 8824 Unit 103
		Thunder Sky 9450 Unit 103	
Observed Defective at:		Addresses Inspected:	
Addresses:	11	Addresses Inspected:	31
Percentage Defective:	35% of units or areas inspected		

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

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

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11.0 WALLBOARD

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).

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11.0 WALLBOARD

Observed Defective at:		Addresses Inspected:	
Address:	Address:	Address:	Address:
		Horizon Wind 8650 Unit 101	Tom Noon 8638 Unit 101
		Horizon Wind 8669 Unit 101	Tom Noon 8717 Unit 101
		Horizon Wind 8729 Unit 101	Tom Noon 8718 Unit 101
		Horizon Wind 8730 Unit 101	Tom Noon 8788 Unit 101
		Horizon Wind 8749 Unit 101	Tom Noon 8818 Unit 101
		Horizon Wind 8750 Unit 101	Tom Noon 8828 Unit 101
		Horizon Wind 8760 Unit 101	Traveling Breeze 8644 Unit 101
		Horizon Wind 8789 Unit 101	Traveling Breeze 8694 Unit 101
		Horizon Wind 8799 Unit 101	Traveling Breeze 8695 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 8765 Unit 101
		Thunder Sky 9490 Unit 101	Traveling Breeze 8785 Unit 101
		Tom Noon 8638 Unit 101	Traveling Breeze 8805 Unit 101
Observed Defective at:		Addresses Inspected:	
Addresses:	0	Addresses Inspected:	28
Percentage Defective:	0% of units or areas inspected		

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

Observed Defective at:		Addresses Inspected:	
Address:	Address:	Address:	Address:
		Horizon Wind 8639 Unit 102	Tom Noon 8618 Unit 102
		Horizon Wind 8660 Unit 102	Tom Noon 8637 Unit 102
		Horizon Wind 8679 Unit 102	Tom Noon 8647 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
		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	Tom Noon 8768 Unit 102
		Horizon Wind 8780 Unit 102	Tom Noon 8828 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 9440 Unit 102	Traveling Breeze 8764 Unit 102
		Thunder Sky 9470 Unit 102	Traveling Breeze 8805 Unit 102
Observed Defective at:		Addresses Inspected:	
Addresses:	2	Addresses Inspected:	32
Percentage Defective:	6% of units or areas inspected		

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

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11.0 WALLBOARD

Observed Defective at:		Addresses Inspected:	
Address:	Address:	Address:	Address:
		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	Torn Noon 8618 Unit 103
		Horizon Wind 8650 Unit 103	Torn Noon 8637 Unit 103
		Horizon Wind 8670 Unit 103	Torn Noon 8679 Unit 103
		Horizon Wind 8680 Unit 103	Torn Noon 8698 Unit 103
		Horizon Wind 8729 Unit 103	Torn Noon 8708 Unit 103
		Horizon Wind 8730 Unit 103	Torn Noon 8718 Unit 103
		Horizon Wind 8740 Unit 103	Torn Noon 8757 Unit 103
		Horizon Wind 8750 Unit 103	Torn Noon 8787 Unit 103
		Horizon Wind 8759 Unit 103	Traveling Breeze 8645 Unit 103
		Horizon Wind 8779 Unit 103	Traveling Breeze 8694 Unit 103
		Horizon Wind 8789 Unit 103	Traveling Breeze 8744 Unit 103
		Horizon Wind 8810 Unit 103	Traveling Breeze 8775 Unit 103
		Thunder Sky 9440 Unit 103	Traveling Breeze 8824 Unit 103
		Thunder Sky 9450 Unit 103	
Observed Defective at:		Addresses Inspected:	
Addresses:	0	Addresses Inspected:	31
Percentage Defective:	0% of units or areas inspected		

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

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

14.0 SUB-FLOORS

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.

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14.0 SUB-FLOORS

Observed Defective at:		Addresses Inspected:	
Address:	Address:	Address:	Address:
Horizon Wind 8650 Unit 101		Horizon Wind 8650 Unit 101	Torn Noon 8638 Unit 101
Horizon Wind 8669 Unit 101		Horizon Wind 8669 Unit 101	Torn Noon 8717 Unit 101
Horizon Wind 8729 Unit 101		Horizon Wind 8729 Unit 101	Torn Noon 8718 Unit 101
Horizon Wind 8730 Unit 101	Torn Noon 8788 Unit 101	Horizon Wind 8730 Unit 101	Torn Noon 8788 Unit 101
Horizon Wind 8749 Unit 101		Horizon Wind 8749 Unit 101	Torn Noon 8816 Unit 101
Horizon Wind 8750 Unit 101		Horizon Wind 8750 Unit 101	Torn 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
		Torn Noon 8638 Unit 101	Traveling Breeze 8805 Unit 101
Observed Defective at:		Addresses Inspected:	
Addresses:	18	Addresses Inspected:	28
Percentage Defective:	64% of units or areas inspected		

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

Observed Defective at:		Addresses Inspected:	
Address:	Address:	Address:	Address:
Horizon Wind 8639 Unit 102	Torn Noon 8618 Unit 102	Horizon Wind 8639 Unit 102	Torn Noon 8618 Unit 102
Horizon Wind 8660 Unit 102	Torn Noon 8637 Unit 102	Horizon Wind 8660 Unit 102	Torn Noon 8637 Unit 102
Horizon Wind 8679 Unit 102	Torn Noon 8647 Unit 102	Horizon Wind 8679 Unit 102	Torn Noon 8647 Unit 102
Horizon Wind 8729 Unit 102	Torn Noon 8668 Unit 102	Horizon Wind 8729 Unit 102	Torn Noon 8668 Unit 102
		Horizon Wind 8740 Unit 102	Torn Noon 8679 Unit 102
		Horizon Wind 8749 Unit 102	Torn Noon 8689 Unit 102
	Torn Noon 8718 Unit 102	Horizon Wind 8750 Unit 102	Torn Noon 8718 Unit 102
Horizon Wind 8759 Unit 102	Torn Noon 8758 Unit 102	Horizon Wind 8759 Unit 102	Torn Noon 8758 Unit 102
Horizon Wind 8760 Unit 102		Horizon Wind 8760 Unit 102	Torn Noon 8768 Unit 102
Horizon Wind 8780 Unit 102		Horizon Wind 8780 Unit 102	Torn 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
Observed Defective at:		Addresses Inspected:	
Addresses:	24	Addresses Inspected:	32
Percentage Defective:	75% of units or areas inspected		

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

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14.0 SUB-FLOORS

Observed Defective at:		Addresses Inspected:	
Address:	Address:	Address:	Address:
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
	Torn Noon 8618 Unit 103	Horizon Wind 8649 Unit 103	Torn Noon 8618 Unit 103
		Horizon Wind 8650 Unit 103	Torn Noon 8637 Unit 103
Horizon Wind 8670 Unit 103		Horizon Wind 8670 Unit 103	Torn Noon 8679 Unit 103
Horizon Wind 8680 Unit 103	Torn Noon 8698 Unit 103	Horizon Wind 8680 Unit 103	Torn Noon 8698 Unit 103
Horizon Wind 8729 Unit 103		Horizon Wind 8729 Unit 103	Torn Noon 8708 Unit 103
		Horizon Wind 8730 Unit 103	Torn Noon 8718 Unit 103
Horizon Wind 8740 Unit 103	Torn Noon 8757 Unit 103	Horizon Wind 8740 Unit 103	Torn Noon 8757 Unit 103
Horizon Wind 8750 Unit 103	Torn Noon 8787 Unit 103	Horizon Wind 8750 Unit 103	Torn 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
		Horizon Wind 8789 Unit 103	Traveling Breeze 8744 Unit 103
	Traveling Breeze 8775 Unit 103	Horizon Wind 8810 Unit 103	Traveling Breeze 8775 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	
Observed Defective at:		Addresses Inspected:	
Addresses:	20	Addresses Inspected:	31
Percentage Defective:		65% of units or areas inspected	

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

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

15.0 MISCELLANEOUS ARCHITECTURAL

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

Observed Defective at:		Addresses Inspected:	
Address:	Address:	Address:	Address:
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 8657 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
	Tom Noon 8679 Unit 102	Horizon Wind 8740 Unit 102	Tom Noon 8679 Unit 102
	Tom Noon 8689 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
	Tom Noon 8828 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		Horizon Wind 8810 Unit 102	Traveling Breeze 8674 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
Observed Defective at:		Addresses Inspected:	
Addresses:	22	Addresses Inspected:	32
Percentage Defective:	69% of units or areas inspected		

Violations of Codes and Standards:

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

Resultant Damage:

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

Repair Recommendations:

A. At 69% of the Unit 102 shower enclosures to tile juncture free remove existing sealant and dust, dirt and other foreign items.

B. Seal all enclosure to tile juncture with an approved sealant.

7.0 SLIDING GLASS DOORS

Repair Recommendation:
Perform this repair in conjunction with 7.02 and other One Coat Stucco repairs. This repair occurs at 91% of the sliding glass doors. Perform repair as follows:

A. Remove and discard 18-inch square area of One Coat Stucco System from sliding glass door perimeter.
B. Remove and discard damaged building paper and flashing.
C. Apply fungicide treatment to all exposed framing by a licensed applicator.
D. Chip concrete from both threshold/jamb intersections. Assume 4-inch long by 4-inch thick area at each side. Assume 55% of sliding glass doors.
E. Install new 18-inch long corrosion resistant "J" mold screed.
F. Install new "Jiffy Seal" Waterproof membrane lapped in a "weather board" fashion with existing and new corrosion resistant "J" mold screed.
G. Install new building paper lapped in a "weather board" fashion with existing building paper and new "Jiffy Seal" Waterproof membrane.
H. Patch One Coat Stucco System using a bonding agent and texture to match existing. Paint, corner to corner, repaired wall plane area, assume 32 sq.ft.

7.0 SLIDING GLASS DOORS

7.04 Defect: "J" trim weep screed short of nail fin.
Location: At Unit 102 and 103 weather exposed sliding glass doors.

Observed Defective at: Address:	Address:	Addresses Inspected: Address:	Address:
	Horizon Wind 8799 Unit 102	Horizon Wind 8639 Unit 102	Horizon Wind 8799 Unit 102
Horizon Wind 8660 Unit 102		Horizon Wind 8660 Unit 102	
Horizon Wind 8749 Unit 102		Horizon Wind 8749 Unit 102	
Observed Defective at:		Addresses Inspected:	
Addresses:	3	Addresses Inspected:	4
Percentage Defective:	75% of units or areas inspected		

3 of 4 sliding glass doors tested=75% at unit/plan type 102

Observed Defective at: Address:	Address:	Addresses Inspected: Address:	Address:
	Horizon Wind 8740 Unit 103	Horizon Wind 8649 Unit 103	Horizon Wind 8740 Unit 103
	Horizon Wind 8789 Unit 103 (1)	Horizon Wind 8650 Unit 103	Horizon Wind 8789 Unit 103 (2)
		Horizon Wind 8670 Unit 103	
Horizon Wind 8730 Unit 103		Horizon Wind 8730 Unit 103	
Observed Defective at:		Addresses Inspected:	
Addresses:	3	Addresses Inspected:	6
Percentage Defective:	50% of units or areas inspected		

3 of 7 sliding glass doors tested=43% at 3 of 6 unit/plan type 103

6 of 11 sliding glass doors tested=55% at 10 units

7.0 SLIDING GLASS DOORS

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).
- 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 7.03 repair recommendation.

7.0 SLIDING GLASS DOORS

7.05 **Defect:** Missing sealant at head flashing to aluminum frame juncture.
Location: At Unit 102 and 103 weather exposed sliding glass doors.

Observed Defective at: Address:	Address:	Addresses Inspected: Address:	Address:
Horizon Wind 8639 Unit 102		Horizon Wind 8639 Unit 102	Horizon Wind 8799 Unit 102
Horizon Wind 8660 Unit 102		Horizon Wind 8660 Unit 102	
Horizon Wind 8749 Unit 102		Horizon Wind 8749 Unit 102	
Observed Defective at:		Addresses Inspected:	
Addresses:	3	Addresses Inspected:	4
Percentage Defective:	75% of units or areas inspected		

3 of 4 sliding glass doors tested=75% at unit/plan type 102

Observed Defective at: Address:	Address:	Addresses Inspected: Address:	Address:
	Horizon Wind 8740 Unit 103	Horizon Wind 8649 Unit 103	Horizon Wind 8740 Unit 103
	Horizon Wind 8789 Unit 103 (2)	Horizon Wind 8650 Unit 103	Horizon Wind 8789 Unit 103 (2)
Horizon Wind 8670 Unit 103		Horizon Wind 8670 Unit 103	
Horizon Wind 8730 Unit 103		Horizon Wind 8730 Unit 103	
Observed Defective at:		Addresses Inspected:	
Addresses:	4	Addresses Inspected:	6
Percentage Defective:	67% of units or areas inspected		

5 of 7 sliding glass doors tested=71% at 4 of 6 unit/plan type 103

8 of 11 sliding glass doors tested=72% at 10 units

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7.0 SLIDING GLASS DOORS

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).
- 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 7.03 repair recommendation.

8.0 EXTERIOR DOORS

8.01 **Defect:** Thresholds unsealed at jambs. (See matrix on next page for addresses).

Location: At entry doors of all units.

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:

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

Repair Recommendation:

This repair covered in 8.02 repair recommendation.

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8.0 EXTERIOR DOORS

Observed Defective at:		Addresses Inspected:	
Address:	Address:	Address:	Address:
Horizon Wind 8650 Unit 101	Torn Noon 8658 Unit 101	Horizon Wind 8650 Unit 101	Torn Noon 8658 Unit 101
Horizon Wind 8669 Unit 101	Torn Noon 8717 Unit 101	Horizon Wind 8669 Unit 101	Torn Noon 8717 Unit 101
Horizon Wind 8729 Unit 101	Torn Noon 8718 Unit 101	Horizon Wind 8729 Unit 101	Torn Noon 8718 Unit 101
Horizon Wind 8730 Unit 101	Torn Noon 8788 Unit 101	Horizon Wind 8730 Unit 101	Torn Noon 8788 Unit 101
Horizon Wind 8749 Unit 101	Torn Noon 8818 Unit 101	Horizon Wind 8749 Unit 101	Torn Noon 8818 Unit 101
Horizon Wind 8750 Unit 101	Torn Noon 8828 Unit 101	Horizon Wind 8750 Unit 101	Torn 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
Horizon Wind 8799 Unit 101	Traveling Breeze 8695 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
Thunder Sky 9480 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
Torn Noon 8638 Unit 101		Torn Noon 8638 Unit 101	Traveling Breeze 8805 Unit 101
Observed Defective at:		Addresses Inspected:	
Addresses:	27	Addresses Inspected:	28
Percentage Defective:	96% of units or areas inspected		

27 of 28 units inspected=96% at Unit /Plan 101

Observed Defective at:		Addresses Inspected:	
Address:	Address:	Address:	Address:
Horizon Wind 8639 Unit 102	Torn Noon 8618 Unit 102	Horizon Wind 8639 Unit 102	Torn Noon 8618 Unit 102
Horizon Wind 8660 Unit 102		Horizon Wind 8660 Unit 102	Torn Noon 8637 Unit 102
Horizon Wind 8679 Unit 102	Torn Noon 8647 Unit 102	Horizon Wind 8679 Unit 102	Torn Noon 8647 Unit 102
Horizon Wind 8729 Unit 102		Horizon Wind 8729 Unit 102	Torn Noon 8668 Unit 102
	Torn Noon 8679 Unit 102	Horizon Wind 8740 Unit 102	Torn Noon 8679 Unit 102
Horizon Wind 8749 Unit 102	Torn Noon 8689 Unit 102	Horizon Wind 8749 Unit 102	Torn Noon 8689 Unit 102
	Torn Noon 8718 Unit 102	Horizon Wind 8750 Unit 102	Torn Noon 8718 Unit 102
Horizon Wind 8759 Unit 102	Torn Noon 8758 Unit 102	Horizon Wind 8759 Unit 102	Torn Noon 8758 Unit 102
Horizon Wind 8760 Unit 102	Torn Noon 8768 Unit 102	Horizon Wind 8760 Unit 102	Torn Noon 8768 Unit 102
	Torn Noon 8828 Unit 102	Horizon Wind 8780 Unit 102	Torn 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
	Traveling Breeze 8694 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
Observed Defective at:		Addresses Inspected:	
Addresses:	26	Addresses Inspected:	32
Percentage Defective:	81% of units or areas inspected		

26 of 32 units inspected=81% at Unit /Plan 102

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8.0 EXTERIOR DOORS

Observed Defective at:		Addresses Inspected:	
Address:	Address:	Address:	Address:
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		Horizon Wind 8649 Unit 103	Torn Noon 8618 Unit 103
Horizon Wind 8650 Unit 103	Torn Noon 8637 Unit 103	Horizon Wind 8650 Unit 103	Torn Noon 8637 Unit 103
		Horizon Wind 8670 Unit 103	Torn Noon 8679 Unit 103
Horizon Wind 8680 Unit 103		Horizon Wind 8680 Unit 103	Torn Noon 8698 Unit 103
Horizon Wind 8729 Unit 103		Horizon Wind 8729 Unit 103	Torn Noon 8708 Unit 103
Horizon Wind 8730 Unit 103	Torn Noon 8718 Unit 103	Horizon Wind 8730 Unit 103	Torn Noon 8718 Unit 103
	Torn Noon 8757 Unit 103	Horizon Wind 8740 Unit 103	Torn Noon 8757 Unit 103
Horizon Wind 8750 Unit 103	Torn Noon 8787 Unit 103	Horizon Wind 8750 Unit 103	Torn 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
Horizon Wind 8789 Unit 103		Horizon Wind 8789 Unit 103	Traveling Breeze 8744 Unit 103
	Traveling Breeze 8775 Unit 103	Horizon Wind 8810 Unit 103	Traveling Breeze 8775 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	
Observed Defective at:		Addresses Inspected:	
Addresses:	22	Addresses Inspected:	31
Percentage Defective:		71% of units or areas inspected	

22 of 31 units inspected=71% at Unit /Plan 103

75 of 91 inspected =82% at Combined Units /Plan Types

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8.0 EXTERIOR DOORS

8.02 Defect: Water intrusion during testing.
Location: At entry doors of all units.

Observed Defective at: Address:	Address:	Addresses Inspected: Address:	Address:
Horizon Wind 8650 Unit 101	Traveling Breeze 8785 Unit 101	Horizon Wind 8650 Unit 101	Traveling Breeze 8785 Unit 101
Thunder Sky 9480 Unit 101		Thunder Sky 9480 Unit 101	
Tom Noon 8638 Unit 101		Tom Noon 8638 Unit 101	
Tom Noon 8828 Unit 101		Tom Noon 8828 Unit 101	
Observed Defective at:		Addresses Inspected:	
Addresses:	5	Addresses Inspected:	5
Percentage Defective:	100% of units or areas inspected		

5 of 5 tested 100% at unit/plan 101

Observed Defective at: Address:	Address:	Addresses Inspected: Address:	Address:
Horizon Wind 8639 Unit 102	Tom Noon 8758 Unit 102	Horizon Wind 8639 Unit 102	Tom Noon 8758 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 103		Horizon Wind 8810 Unit 103	
Thunder Sky 9440 Unit 102	Traveling Breeze 8694 Unit 102	Thunder Sky 9440 Unit 102	Traveling Breeze 8694 Unit 102
Tom Noon 8618 Unit 102	Traveling Breeze 8764 Unit 102	Tom Noon 8618 Unit 102	Traveling Breeze 8764 Unit 102
Observed Defective at:		Addresses Inspected:	
Addresses:	9	Addresses Inspected:	9
Percentage Defective:	100% of units or areas inspected		

9 of 9 tested 50% at unit/plan 102

Observed Defective at: Address:	Address:	Addresses Inspected: Address:	Address:
Horizon Wind 8649 Unit 103	Horizon Wind 8789 Unit 103	Horizon Wind 8649 Unit 103	Horizon Wind 8789 Unit 103
Horizon Wind 8650 Unit 103		Horizon Wind 8650 Unit 103	
Horizon Wind 8730 Unit 103		Horizon Wind 8730 Unit 103	
Horizon Wind 8740 Unit 103		Horizon Wind 8740 Unit 103	
Horizon Wind 8650 Unit 103		Horizon Wind 8650 Unit 103	
Tom Noon 8679 Unit 103		Tom Noon 8679 Unit 103	
Traveling Breeze 8775 Unit 103		Traveling Breeze 8775 Unit 103	
Observed Defective at:		Addresses Inspected:	
Addresses:	8	Addresses Inspected:	8
Percentage Defective:	100% of units or areas inspected		

8 of 8 tested 100% at unit/plan 103

22 of 22 tested=100%

8.0 EXTERIOR DOORS

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:

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

Repair Recommendation:

Perform this repair in conjunction with 8.03 repair recommendation.

Assume 100% of entry doors require the following repair:

A. Clean threshold/jamb intersection free of dust, dirt and other foreign items.

B. Apply flexible/paintable/mold/mildew resistant sealant at intersection.

C. Kilz and paint stained baseboard and drywall to match existing, assume 4 square feet per door.

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8.0 EXTERIOR DOORS

8.03 **Defect:** J-trim screed short of entry door; blocked by concrete over pour.
Location: At entry doors of all units.

Observed Defective at:		Addresses Inspected:	
Address:	Address:	Address:	Address:
Horizon Wind 8650 Unit 101	Traveling Breeze 8785 Unit 101	Horizon Wind 8650 Unit 101	Traveling Breeze 8785 Unit 101
Thunder Sky 9480 Unit 101		Thunder Sky 9480 Unit 101	
		Tom Noon 8638 Unit 101	
		Tom Noon 8628 Unit 101	
Observed Defective at:		Addresses Inspected:	
Addresses:	3	Addresses Inspected:	5
Percentage Defective:	60% of units or areas inspected		

3 of 5 tested 60% at unit/plan 101

Observed Defective at:		Addresses Inspected:	
Address:	Address:	Address:	Address:
		Horizon Wind 8639 Unit 102	Tom Noon 8756 Unit 102
Horizon Wind 8788 Unit 102	Traveling Breeze 8665 Unit 102	Horizon Wind 8788 Unit 102	Traveling Breeze 8665 Unit 102
Horizon Wind 8810 Unit 102		Horizon Wind 8810 Unit 102	
Thunder Sky 9440 Unit 102	Traveling Breeze 8684 Unit 102	Thunder Sky 9440 Unit 102	Traveling Breeze 8684 Unit 102
Tom Noon 8618 Unit 102		Tom Noon 8618 Unit 102	Traveling Breeze 8764 Unit 102
Observed Defective at:		Addresses Inspected:	
Addresses:	6	Addresses Inspected:	9
Percentage Defective:	67% of units or areas inspected		

6 of 9 tested 67% at unit/plan 102

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

4 of 8 tested 50% at unit/plan 103

13 of 22 tested=59%

8.0 EXTERIOR DOORS

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:

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

Repair Recommendation:

Assume 59% of units require the following repair:

A. Remove and discard 18-inches of One Coat Stucco at threshold/jamb juncture.
B. Remove and discard existing building paper and Moistop flashing. Preserve integrity of existing building paper to proper lap with new one.
C. Apply fungicide treatment to all exposed framing.
D. Chip out excess concrete from both threshold/jamb intersections.
E. Install new 6-inch long corrosion-resistant weep screed.
F. Install new Moistop flashing lapped in a "weather board" fashion with new corrosion-resistant weep screed.
G. Install new building paper lapped a minimum of 2-inches horizontally and 6-inches vertically with existing.
H. Patch One Coat Stucco System to match existing texture. Paint entire repaired wall plane to match existing.

8.0 EXTERIOR DOORS

8.04 **Defect:** Thresholds unsealed at jambs. (See matrix on next page for addresses).

Location: At French doors of Unit 101 and optional French exterior doors at Units 102 and 103.

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:

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

Repair Recommendation:

This repair covered in 8.02 repair recommendation.

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8.0 EXTERIOR DOORS

Observed Defective at: Address:	Address:	Addresses Inspected: Address:	Address:
Horizon Wind 8650 Unit 101		Horizon Wind 8650 Unit 101	Torn Noon 8658 Unit 101
Horizon Wind 8669 Unit 101	Torn Noon 8717 Unit 101	Horizon Wind 8669 Unit 101	Torn Noon 8717 Unit 101
Horizon Wind 8729 Unit 101	Torn Noon 8718 Unit 101	Horizon Wind 8729 Unit 101	Torn Noon 8718 Unit 101
Horizon Wind 8730 Unit 101		Horizon Wind 8730 Unit 101	Torn Noon 8788 Unit 101
Horizon Wind 8749 Unit 101	Torn Noon 8818 Unit 101	Horizon Wind 8749 Unit 101	Torn Noon 8818 Unit 101
Horizon Wind 8750 Unit 101	Torn Noon 8828 Unit 101	Horizon Wind 8750 Unit 101	Torn 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
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
	Traveling Breeze 8755 Unit 101	Thunder Sky 9440 Unit 101	Traveling Breeze 8755 Unit 101
Thunder Sky 9480 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
Torn Noon 8638 Unit 101		Torn Noon 8638 Unit 101	Traveling Breeze 8805 Unit 101
Observed Defective at:		Addresses Inspected:	
Addresses:	23	Addresses Inspected:	28
Percentage Defective:	82% of units or areas inspected		

23 of 28 units inspected=83% at Unit /Plan 101

Observed Defective at: Address:	Address:	Addresses Inspected: Address:	Address:
	Torn Noon 8618 Unit 102		Torn Noon 8618 Unit 102
	Torn Noon 8768 Unit 102		Torn Noon 8768 Unit 102
Horizon Wind 8780 Unit 102		Horizon Wind 8780 Unit 102	
Observed Defective at:		Addresses Inspected:	
Addresses:	3	Addresses Inspected:	3
Percentage Defective:	100% of units or areas inspected		

3 of 3 units inspected=100% at Unit /Plan 102

Observed Defective at: Address:	Address:	Addresses Inspected: Address:	Address:
			Torn Noon 8618 Unit 103
			Torn Noon 8698 Unit 103
Horizon Wind 8729 Unit 103		Horizon Wind 8729 Unit 103	
			Torn Noon 8718 Unit 103
Observed Defective at:		Addresses Inspected:	
Addresses:	1	Addresses Inspected:	4
Percentage Defective:	25% of units or areas inspected		

1 of 4 units inspected=25% at Unit /Plan 103

27 of 35 inspected =77% at Combined Units /Plan Types

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8.0 EXTERIOR DOORS

8.05 Defect: Water intrusion during testing.
Location: At French doors of all units.

Observed Defective at:		Addresses Inspected:	
Address:	Address:	Address:	Address:
Horizon Wind 8650 Unit 101	Traveling Breeze 8785 Unit 101	Horizon Wind 8650 Unit 101	Traveling Breeze 8785 Unit 101
Thunder Sky 9480 Unit 101		Thunder Sky 9480 Unit 101	
Tom Noon 8638 Unit 101		Tom Noon 8638 Unit 101	
Tom Noon 8828 Unit 101		Tom Noon 8828 Unit 101	
Observed Defective at:		Addresses Inspected:	
Addresses:	5	Addresses Inspected:	5
Percentage Defective:	100% of units or areas inspected		

5 of 5 tested 100% at unit/plan 101

Observed Defective at:		Addresses Inspected:	
Address:	Address:	Address:	Address:
Tom Noon 8518 Unit 102		Tom Noon 8518 Unit 102	
Observed Defective at:		Addresses Inspected:	
Addressss:	1	Addresses Inspected:	1
Percentage Defective:	100% of units or areas inspected		

1 of 1 tested 100% at unit/plan 102

6 of 6 tested=100%

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

Repair Recommendation:
Perform this repair in conjunction with 8.03 repair recommendation.
Assume 100% of entry doors require the following repair:

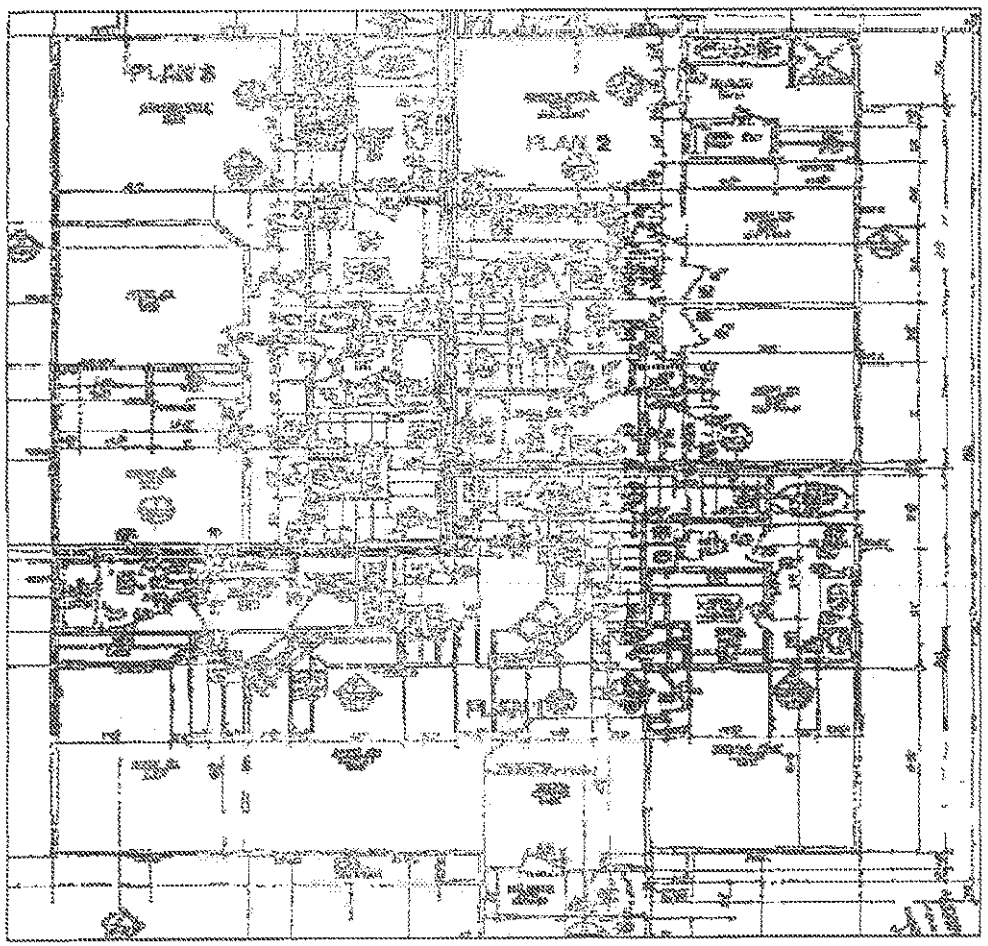
A. Clean threshold/jamb intersection free of dust, dirt and other foreign items.
B. Apply flexible/paintable/mold/mildew resistant sealant at intersection.
C. Kilz and paint stained baseboard and drywall to match existing, assume 4 square feet per door.

10.0 FIRE RESISTIVE CONSTRUCTION

Present at High Noon at Arlington Ranch, are two types of fire resistive construction:

1) Garage to Unit Separation walls.
2) Unit to Unit Separation walls.

Both walls under the 2000 IBC are classified as one hour fire walls. Fire walls must be designed to allow collapse on either side independently. Fire walls must extend the full width of the building and to the bottom of the roof sheathing. Both wall assemblies (garage to unit and unit to unit fire walls) are constructed using the same materials and installation techniques. R.H. Adcock invasively tested 13 fire walls.



10.0 FIRE RESISTIVE CONSTRUCTION

10.01 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:** One-hour rated construction walls between units and garage occupancy separation walls with shear wall.

Observed Defective at:		Addresses Inspected:	
Address:	Address:	Address:	Address:
Horizon Wind 8639 Unit 102	Tom Noon 8758 Unit 102	Horizon Wind 8639 Unit 102	Tom Noon 8758 Unit 102
	Traveling Breeze 8665 Unit 102	Horizon Wind 8660 Unit 102	Traveling Breeze 8665 Unit 102
Horizon Wind 8749 Unit 102	Traveling Breeze 8674 Unit 102	Horizon Wind 8749 Unit 102	Traveling Breeze 8674 Unit 102
	Traveling Breeze 8694 Unit 102	Horizon Wind 8799 Unit 102	Traveling Breeze 8694 Unit 102
Horizon Wind 8810 Unit 102		Horizon Wind 8810 Unit 102	Traveling Breeze 8764 Unit 102
Thunder Sky 9440 Unit 102	Traveling Breeze 8805 Unit 102	Thunder Sky 9440 Unit 102	Traveling Breeze 8805 Unit 102
Tom Noon 8618 Unit 102		Tom Noon 8618 Unit 102	
Observed Defective at:		Addresses Inspected:	
Addresses:	10	Addresses Inspected:	13
Percentage Defective:	77% of units or areas inspected		

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.

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10.0 FIRE RESISTIVE CONSTRUCTION

Repair Recommendation:

Perform this repair in conjunction with structural repairs. Remove drywall as necessary to verify existence of plywood shear panel behind drywall and improper fastener size for one-our fire rated construction party wall. In addition to the 13 addresses already inspected, and 10 found defective, assume 77% of garage to unit occupancy separation walls with shear panels (see structural drawings for shear panel locations) requires 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.

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10.0 FIRE RESISTIVE CONSTRUCTION

10.02 **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: One-hour rated construction walls between units and garage occupancy separation walls.

Observed Defective at: Address:	Address:	Addresses Inspected: Address:	Address:
	Tom Noon 8788 Unit 101	Horizon Wind 8749 Unit 101	Tom Noon 8788 Unit 101
	Tom Noon 8828 Unit 101	Horizon Wind 8760 Unit 101	Tom Noon 8828 Unit 101
		Thunder Sky 9480 Unit 101	Traveling Breeze 8694 Unit 101
Tom Noon 8638 Unit 101		Tom Noon 8638 Unit 101	Traveling Breeze 8785 Unit 101
Observed Defective at:		Addresses Inspected:	
Addresses:	3	Addresses Inspected:	8
Percentage Defective:	38% of units or areas inspected		

3 of 8 tested 38% at unit/plan 101

Observed Defective at: Address:	Address:	Addresses Inspected: Address:	Address:
		Horizon Wind 8810 Unit 102	Traveling Breeze 8805 Unit 102
		Thunder Sky 9440 Unit 102	
Observed Defective at:		Addresses Inspected:	
Addresses:	0	Addresses Inspected:	3
Percentage Defective:	0% of units or areas inspected		

0 of 3 tested 0% at unit/plan 102

Observed Defective at: Address:	Address:	Addresses Inspected: Address:	Address:
Horizon Wind 8670 Unit 103		Horizon Wind 8670 Unit 103	Tom Noon 8679 Unit 103
		Horizon Wind 8730 Unit 103	Traveling Breeze 8645 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
		Thunder Sky 9440 Unit 103	
Observed Defective at:		Addresses Inspected:	
Addresses:	2	Addresses Inspected:	9
Percentage Defective:	22% of units or areas inspected		

2 of 9 tested 22% at unit/plan 103

5 of 20 tested=25%

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10.0 FIRE RESISTIVE CONSTRUCTION

Violations of Codes and Standards:

- 2000 International Building Code Sections 719.1(2), 14.1.3.1, 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-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 fasteners at random to verify improper fastener size for one-hour fire rated construction party walls. In addition to the 20 addresses already inspected, and 5 found defective, assume 25% of garage to unit occupancy separation walls without shear panels requires 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.

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2.0 DECKS AND BALCONIES

2.05 Defect: Deck with inadequate slope and/or ponding.
Location At plan type 1 balconies and optional plan types 2 and 3 balconies.

Observed Defective at:		Units or Areas Inspected:	
		Horizon Wind 8650 Unit 101	Tom Noon 8658 Unit 101
		Horizon Wind 8669 Unit 101	Tom Noon 8717 Unit 101
		Horizon Wind 8729 Unit 101	Tom Noon 8718 Unit 101
Horizon Wind 8730 Unit 101		Horizon Wind 8730 Unit 101	Tom Noon 8788 Unit 101
		Horizon Wind 8749 Unit 101	Tom Noon 8818 Unit 101
		Horizon Wind 8750 Unit 101	Tom Noon 8828 Unit 101
		Horizon Wind 8760 Unit 101	Traveling Breeze 8644 Unit 101
Horizon Wind 8789 Unit 101		Horizon Wind 8789 Unit 101	Traveling Breeze 8694 Unit 101
		Horizon Wind 8799 Unit 101	Traveling Breeze 8695 Unit 101
Horizon Wind 8800 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
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	Traveling Breeze 8805 Unit 101
Observed Defective at:		Addresses or Areas Inspected:	
8	Units	28	Units
Percentage Defective:	29%	of units or areas inspected	

8 of 28=29% walking decks inspected at plan/unit 101

Observed Defective at:		Units or Areas Inspected:	
Horizon Wind 8780 Unit 102	Tom Noon 8718 Unit 102	Horizon Wind 8780 Unit 102	Tom Noon 8718 Unit 102
Horizon Wind 8789 Unit 102	Tom Noon 8758 Unit 102	Horizon Wind 8789 Unit 102	Tom Noon 8758 Unit 102
Thunder Sky 9440 Unit 102	Tom Noon 8768 Unit 102	Thunder Sky 9440 Unit 102	Tom Noon 8768 Unit 102
	Tom Noon 8828 Unit 102	Thunder Sky 9470 Unit 102	Tom Noon 8828 Unit 102
		Tom Noon 8618 Unit 102	Traveling Breeze 8665 Unit 102
Tom Noon 8658 Unit 102	Traveling Breeze 8805 Unit 102	Tom Noon 8658 Unit 102	Traveling Breeze 8805 Unit 102
		Units or Areas Inspected:	
9	Units	12	Units
Percentage Defective:	75%	of units or areas inspected	

9 of 12=75% walking decks inspected at plan/unit 102

Observed Defective at:		Units or Areas Inspected:	
Horizon Wind 8780 Unit 102	Tom Noon 8718 Unit 102	Horizon Wind 8780 Unit 102	Tom Noon 8718 Unit 102
Horizon Wind 8789 Unit 102	Tom Noon 8758 Unit 102	Horizon Wind 8789 Unit 102	Tom Noon 8758 Unit 102
Thunder Sky 9440 Unit 102	Tom Noon 8768 Unit 102	Thunder Sky 9440 Unit 102	Tom Noon 8768 Unit 102
	Tom Noon 8828 Unit 102	Thunder Sky 9470 Unit 102	Tom Noon 8828 Unit 102
		Tom Noon 8618 Unit 102	Traveling Breeze 8665 Unit 102
Tom Noon 8658 Unit 102	Traveling Breeze 8805 Unit 102	Tom Noon 8658 Unit 102	Traveling Breeze 8805 Unit 102
		Units or Areas Inspected:	
9	Units	12	Units
Percentage Defective:	75%	of units or areas inspected	

9 of 12=75% walking decks inspected at plan/unit 103

26 of 52=50% walking decks inspected

2.0 DECKS AND BALCONIES

Violations of Codes and Standards:

- 2000 International Building Code Section 1405.3.
- 2000 IBC Handbook "Fire and Life Safety Provisions" Section 1405.3.
- 2000 International Building Code Section 1507.10.1.
- 2000 IBC Handbook "Fire and Life Safety Provisions" Section 1507.
- Standard of Care.

Resultant Damage:

- Damage and compromise of waterproof membrane system.
- Premature deterioration of waterproofing system.
- Damage to structural components, exterior and interior finishes.
- Not maintainable as constructed.

Repair Recommendation: See Repair 2.01.

4.0 ONE-COAT STUCCO SYSTEM

One Coat Stucco refers to a blend of Portland cement, sand, fibers, special proprietary chemicals and water. One Coat Stucco combines the scratch and brown coat into a single application of 3/8" to 1/2" thick. One Coat Stucco assemblies are code-approved proprietary systems that must be specified and installed per the manufacturer's approved specifications and details. R.H. Adcock inspected 65 of the 114 building exteriors at High Noon at Arlington Ranch to date. The One Coat Stucco system installed at the project was installed on a building by building basis.

4.0 ONE-COAT STUCCO SYSTEM

4.01 **Defect:** One-coat stucco system failure; cracking (See next page for addresses).

Location: At exterior elevations.

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, Third Edition, Chapter 10, pages 103-105.
- Expo Fiberwall One Coat Stucco Manufacturers Specifications ER-4368.
- La Habra One Coat Stucco Manufacturers Specifications ER-4226.
- Nu Wall One Coat Stucco Manufacturers Specifications ER-3177.
- Omega One Coat Stucco Manufacturers Specifications ER-4004.
- STO One Coat Stucco Manufacturers Specifications ER-3804.
- Western One Kote Stucco Manufacturers Specifications ER-3899.
- Wire Tex One Coat Stucco Manufacturers Specifications ER-3878.
- Standard of Care.

Resultant Damage:

- Water intrusion causing damage to structural components and exterior finishes.
- Cracking of one-coat stucco system.
- Not maintainable as constructed.
- Unreasonable maintenance burden.

Repair Recommendation:

This repair covered in other One Coat Stucco System and window repairs.

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4.0 ONE-COAT STUCCO SYSTEM

Observed Defective at:				Buildings Inspected:	
Building:	Ln Ft:	Building:	Ln Ft:	Building:	Building:
				Horizon Wind 8639	Torn Noon 8618
Horizon Wind 8640	4			Horizon Wind 8640	Torn Noon 8637
				Horizon Wind 8649	Torn Noon 8638
		Torn Noon 8647	2	Horizon Wind 8650	Torn Noon 8647
				Horizon Wind 8660	Torn Noon 8658
Horizon Wind 8669	2	Torn Noon 8668	2	Horizon Wind 8669	Torn Noon 8668
				Horizon Wind 8670	Torn Noon 8678
		Torn Noon 8679	3	Horizon Wind 8679	Torn Noon 8679
		Torn Noon 8689	3	Horizon Wind 8680	Torn Noon 8689
				Horizon Wind 8729	Torn Noon 8698
				Horizon Wind 8730	Torn Noon 8708
Horizon Wind 8740	1			Horizon Wind 8740	Torn Noon 8717
		Torn Noon 8718	5	Horizon Wind 8749	Torn Noon 8718
Horizon Wind 8750	6			Horizon Wind 8750	Torn Noon 8757
		Torn Noon 8758	5	Horizon Wind 8759	Torn Noon 8758
Horizon Wind 8760	5			Horizon Wind 8760	Torn Noon 8768
Horizon Wind 8779	2			Horizon Wind 8779	Torn Noon 8787
				Horizon Wind 8780	Torn Noon 8788
				Horizon Wind 8789	Torn Noon 8818
				Horizon Wind 8799	Torn Noon 8828
				Horizon Wind 8800	Traveling Breeze 8644
		Traveling Breeze 8645	3	Horizon Wind 8810	Traveling Breeze 8645
Horizon Wind 8820	5			Horizon Wind 8820	Traveling Breeze 8654
Thunder Sky 9440	2			Thunder Sky 9440	Traveling Breeze 8665
				Thunder Sky 9450	Traveling Breeze 8674
Thunder Sky 9460	2			Thunder Sky 9460	Traveling Breeze 8694
				Thunder Sky 9470	Traveling Breeze 8695
				Thunder Sky 9480	Traveling Breeze 8725
				Thunder Sky 9490	Traveling Breeze 8744
					Traveling Breeze 8755
					Traveling Breeze 8764
					Traveling Breeze 8765
					Traveling Breeze 8775
		Traveling Breeze 8785	2		Traveling Breeze 8785
					Traveling Breeze 8805
					Traveling Breeze 8824
Observed Defective at:				Buildings Inspected:	
Buildings:	17	Total Linear Feet:	56	Buildings Inspected:	65
Percentage Defective:	26%	of units or areas inspected			

4.0 ONE-COAT STUCCO SYSTEM

4.02 **Defect:** Penetrations not sealed. (See address matrix on next page).
Location: Doorbells adjacent to front entry doors.
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, Third Edition, Chapter 10, pages 104, "Holes for hose bibs, electrical panels, and other penetrations (except those caused by fasteners) of substrate surfaces must also be caulked."
- Expo Fiberwall One Coat Stucco Manufacturers Specifications ER-4368.
- La Habra One Coat Stucco Manufacturers Specifications ER-4226.
- Nu Wall One Coat Stucco Manufacturers Specifications ER-3177.
- Omega One Coat Stucco Manufacturers Specifications ER-4004.
- STO One Coat Stucco Manufacturers Specifications ER-3804.
- Western One Kote Stucco Manufacturers Specifications ER-3899.
- Wire Tex One Coat Stucco Manufacturers Specifications ER-3878.
- Standard of Care.

Resultant Damage:

- Not maintainable as constructed.
- Possible water intrusion causing damage to structural components and exterior finishes.

Repair Recommendation:

A. Clean penetration free from dust, dirt and other foreign items.
B. Seal all penetrations (assume 26% of all building doorbells) with an approved sealant and/or gasket, assume 3 doorbell penetrations per building.

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4.0 ONE-COAT STUCCO SYSTEM

Observed Defective at:				Buildings Inspected:	
Building:	Fence:	Building:	Fence:	Building:	Building:
Horizon Wind 8639	1	Torn Noon 8618	3	Horizon Wind 8639	Torn Noon 8618
		Torn Noon 8637	2	Horizon Wind 8640	Torn Noon 8637
Horizon Wind 8649	1			Horizon Wind 8649	Torn Noon 8638
				Horizon Wind 8650	Torn Noon 8647
				Horizon Wind 8660	Torn Noon 8658
				Horizon Wind 8669	Torn Noon 8668
		Torn Noon 8678	1	Horizon Wind 8670	Torn Noon 8678
				Horizon Wind 8679	Torn Noon 8679
				Horizon Wind 8680	Torn Noon 8689
				Horizon Wind 8729	Torn Noon 8698
				Horizon Wind 8730	Torn Noon 8708
		Torn Noon 8718	1	Horizon Wind 8740	Torn Noon 8717
Horizon Wind 8749	1			Horizon Wind 8749	Torn Noon 8718
Horizon Wind 8750	1			Horizon Wind 8750	Torn Noon 8757
				Horizon Wind 8759	Torn Noon 8758
Horizon Wind 8760	1			Horizon Wind 8760	Torn Noon 8768
				Horizon Wind 8779	Torn Noon 8787
Horizon Wind 8780	1			Horizon Wind 8788	Torn Noon 8798
				Horizon Wind 8789	Torn Noon 8818
		Torn Noon 8828	1	Horizon Wind 8799	Torn Noon 8828
				Horizon Wind 8800	Traveling Breeze 8644
Horizon Wind 8810	1			Horizon Wind 8810	Traveling Breeze 8645
				Horizon Wind 8820	Traveling Breeze 8654
		Traveling Breeze 8665	1	Thunder Sky 9440	Traveling Breeze 8665
				Thunder Sky 9450	Traveling Breeze 8674
		Traveling Breeze 8694	1	Thunder Sky 9460	Traveling Breeze 8694
		Traveling Breeze 8695	1	Thunder Sky 9470	Traveling Breeze 8695
Thunder Sky 9480	1	Traveling Breeze 8725	1	Thunder Sky 9480	Traveling Breeze 8725
				Thunder Sky 9490	Traveling Breeze 8744
					Traveling Breeze 8755
					Traveling Breeze 8764
					Traveling Breeze 8765
					Traveling Breeze 8775
					Traveling Breeze 8785
					Traveling Breeze 8805
					Traveling Breeze 8824
Observed Defective at:				Buildings Inspected:	
Buildings:	17	Total Penetrations:	20	Buildings Inspected:	65
Percentage Defective:	26%	of units or areas inspected			

4.0 ONE-COAT STUCCO SYSTEM

4.03 **Defect:** Missing backing at horizontal surface.
Location: At master bedroom horizontal surface below single hung windows in rear elevation of Unit 102 in each building.

Observed Defective at:		Addresses or Areas Inspected:	
Horizon Wind 8660 Unit 102	Traveling Breeze 8674 Unit 102	Horizon Wind 8660 Unit 102	Traveling Breeze 8674 Unit 102
Horizon Wind 8749 Unit 102	Traveling Breeze 8694 Unit 102	Horizon Wind 8749 Unit 102	Traveling Breeze 8694 Unit 102
Horizon Wind 8799 Unit 102	Traveling Breeze 8764 Unit 102	Horizon Wind 8799 Unit 102	Traveling Breeze 8764 Unit 102
Observed	Defective at:	Addresses or Areas Inspected:	
6	Addresses	6	Addresses
Percentage Defective:	100%	of units or areas inspected	

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

Repair Recommendation:
Perform this repair in conjunction with repair recommendations 4.01 and 16.03.
Assume this repair occurs at 100% of horizontal surfaces at Unit 102 (without optional private balconies) below single hung windows.

A. Remove one-coat stucco at top and 12 inches down sides of horizontal surfaces and 12 inches up the intersecting walls. Preserve existing building paper for patching.
B. Remove and discard OSB substrate at horizontal surfaces.
C. Apply an approved fungicide treatment to all exposed framing members by a licensed applicator.
D. Install new exterior grade plywood for substrate.
E. Install new 1X backing material for vertical support below window sill.
F. Install "Jiffy Seal" Waterproofing Membrane lapped in a "weather board" fashion with existing building paper and sill flashing.
G. Patch one-coat stucco with matching texture and bonding agent at cold joints. Provide slope at top of potshelves.
H. Apply paint to entire wall plane to match existing.

4.0 ONE-COAT STUCCO SYSTEM

4.04 Defect: Improper horizontal surface sheathing; OSB used in lieu of 5/8" exterior grade plywood at potshelves.
Location: At master bedroom horizontal surface below single hung windows in rear elevation of Unit 102 in each building.

Observed Defective at:		Addresses or Areas Inspected:	
Horizon Wind 8660 Unit 102	Traveling Breeze 8674 Unit 102	Horizon Wind 8660 Unit 102	Traveling Breeze 8674 Unit 102
Horizon Wind 8749 Unit 102	Traveling Breeze 8694 Unit 102	Horizon Wind 8749 Unit 102	Traveling Breeze 8694 Unit 102
Horizon Wind 8799 Unit 102	Traveling Breeze 8764 Unit 102	Horizon Wind 8799 Unit 102	Traveling Breeze 8764 Unit 102
Observed	Defective at:	Addresses or Areas Inspected:	
6	Addresses	6	Addresses
Percentage Defective:	100%	of units or areas inspected	

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

Repair Recommendation:
This repair covered in 4.03 repair recommendation.

4.0 ONE-COAT STUCCO SYSTEM

4.05 Defect: Contact paper not removed from waterproof membrane.
Location: At master bedroom horizontal surface below single hung windows in rear elevation of Unit 102 in each building.

8674 Traveling Breeze Unit 102 missing waterproof membrane

Observed Defective at:		Addresses or Areas Inspected:	
		Horizon Wind 8660 Unit 102	
Horizon Wind 8749 Unit 102		Horizon Wind 8749 Unit 102	Traveling Breeze 8694 Unit 102
Horizon Wind 8799 Unit 102	Traveling Breeze 8764 Unit 102	Horizon Wind 8799 Unit 102	Traveling Breeze 8764 Unit 102
Observed	Defective at:	Addresses or Areas Inspected:	
3	Addresses	5	Addresses
Percentage Defective:	60%	of units or areas inspected	

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:

- Water intrusion causing damage to structural components and exterior finishes.
- Unreasonable maintenance burden.
- Not maintainable as constructed.

Repair Recommendation:

This repair covered in 4.03 repair recommendation.

4.0 ONE-COAT STUCCO SYSTEM

4.06 **Defect:** Waterproof membrane missing at horizontal surface.
Location: At master bedroom horizontal surface below single hung windows in rear elevation of Unit 102 in each building.

Observed Defective at:		Addresses or Areas Inspected:	
	Traveling Breeze 8674 Unit 102	Horizon Wind 8660 Unit 102	Traveling Breeze 8674 Unit 102
		Horizon Wind 8749 Unit 102	Traveling Breeze 8694 Unit 102
		Horizon Wind 8799 Unit 102	Traveling Breeze 8764 Unit 102
Observed	Defective at:	Addresses or Areas Inspected:	
1	Addresses	6	Addresses
Percentage Defective:	17%	of units or areas inspected	

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:

- Water intrusion causing damage to structural components and exterior finishes.
- Unreasonable maintenance burden.
- Not maintainable as constructed.

Repair Recommendation:
This repair covered in 4.03 repair recommendation.

4.0 ONE-COAT STUCCO SYSTEM

4.07 **Defect:** Improper lap at vertical return.
Location: At master bedroom horizontal surface below single hung windows in rear elevation of Unit 102 in each building.

Observed Defective at:		Addresses or Areas Inspected:	
	Traveling Breeze 8674 Unit 102	Horizon Wind 8660 Unit 102	Traveling Breeze 8674 Unit 102
Horizon Wind 8749 Unit 102		Horizon Wind 8749 Unit 102	Traveling Breeze 8694 Unit 102
	Traveling Breeze 8764 Unit 102	Horizon Wind 8799 Unit 102	Traveling Breeze 8764 Unit 102
Observed	Defective at:	Addresses or Areas Inspected:	
3	Addresses	6	Addresses
Percentage Defective:	50%	of units or areas inspected	

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:

- Water intrusion causing damage to structural components and exterior finishes.
- Unreasonable maintenance burden.
- Not maintainable as constructed.

Repair Recommendation:
This repair covered in 4.03 repair recommendation.

4.0 ONE-COAT STUCCO SYSTEM

4.08 Defect: Foam plant on notched out for shutter installation.
Location: At building exteriors.

Observed Defective at:		Buildings Inspected:	
Horizon Wind 8679	Thunder Sky 9440	Horizon Wind 8679	Thunder Sky 9440
Horizon Wind 8680	Thunder Sky 9490	Horizon Wind 8680	Thunder Sky 9490
Horizon Wind 8729	Tom Noon 8668	Horizon Wind 8729	Tom Noon 8668
Horizon Wind 8730	Tom Noon 8718	Horizon Wind 8730	Tom Noon 8718
Horizon Wind 8749		Horizon Wind 8749	Tom Noon 8788
Horizon Wind 8750	Travelling Breeze 8654	Horizon Wind 8750	Travelling Breeze 8654
Horizon Wind 8759	Travelling Breeze 8785	Horizon Wind 8759	Travelling Breeze 8785
Horizon Wind 8760	Travelling Breeze 8805	Horizon Wind 8760	Travelling Breeze 8805
Horizon Wind 8779	Traveling Breeze 8824	Horizon Wind 8779	Traveling Breeze 8824
Observed	Defective at:	Buildings Inspected:	
17	Buildings	18	Buildings
Percentage Defective:	94%	of buildings inspected	

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:
- Water intrusion causing damage to structural components and exterior finishes.
- Unreasonable maintenance burden.
- Not maintainable as constructed.

Repair Recommendation:
This repair covered in 16.03 repair recommendation.

7.0 SLIDING GLASS DOORS

R.H. Adcock inspected 57 sliding glass doors visually at 57 units and invasively tested 11 sliding glass doors at 10 units throughout the High Noon at Arlington Project.

It was determined at High Noon at Arlington Ranch; the sliding glass doors were installed in unit/plan type 102 and 103 only. The sliding glass door installed project wide is the Alenco 1230 Aluminum Patio Door sliding glass door. This sliding glass doors is a "nail on flange" type sliding glass doors:

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7.0 SLIDING GLASS DOORS

7.01 Defect: Sliding glass door threshold vertical frame unsealed; stained tack strip.
Location: At Unit 102 and 103 weather exposed sliding glass doors.

Observed Defective at:		Addresses Inspected:	
Address:	Address:	Address:	Address:
		Horizon Wind 8660 Unit 102	Torn Noon 8618 Unit 102
		Horizon Wind 8679 Unit 102	Torn Noon 8637 Unit 102
Horizon Wind 8729 Unit 102		Horizon Wind 8729 Unit 102	Torn Noon 8647 Unit 102
	Torn Noon 8668 Unit 102	Horizon Wind 8740 Unit 102	Torn Noon 8668 Unit 102
Horizon Wind 8749 Unit 102	Torn Noon 8679 Unit 102	Horizon Wind 8749 Unit 102	Torn Noon 8679 Unit 102
		Horizon Wind 8750 Unit 102	Torn Noon 8689 Unit 102
		Horizon Wind 8759 Unit 102	Torn Noon 8718 Unit 102
	Torn Noon 8758 Unit 102	Horizon Wind 8780 Unit 102	Torn Noon 8758 Unit 102
Horizon Wind 8789 Unit 102		Horizon Wind 8789 Unit 102	Torn Noon 8768 Unit 102
	Torn Noon 8828 Unit 102	Horizon Wind 8810 Unit 102	Torn Noon 8828 Unit 102
	Traveling Breeze 8654 Unit 102	Horizon Wind 8820 Unit 102	Traveling Breeze 8654 Unit 102
Thunder Sky 9440 Unit 102		Thunder Sky 9440 Unit 102	Traveling Breeze 8665 Unit 102
Thunder Sky 9470 Unit 102	Traveling Breeze 8764 Unit 102	Thunder Sky 9470 Unit 102	Traveling Breeze 8764 Unit 102
	Traveling Breeze 8805 Unit 102		Traveling Breeze 8805 Unit 102
Observed Defective at:		Addresses Inspected:	
Addresses:	12	Addresses Inspected:	27
Percentage Defective:	44% of units or areas inspected		

12 of 27 units inspected=44% at Unit /Plan 102

Observed Defective at:		Addresses Inspected:	
Address:	Address:	Address:	Address:
Horizon Wind 8639 Unit 103	Thunder Sky 9460 Unit 103	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	Torn Noon 8618 Unit 103
			Torn Noon 8637 Unit 103
		Horizon Wind 8670 Unit 103	Torn Noon 8679 Unit 103
		Horizon Wind 8680 Unit 103	Torn Noon 8698 Unit 103
Horizon Wind 8729 Unit 103		Horizon Wind 8729 Unit 103	Torn Noon 8708 Unit 103
	Torn Noon 8718 Unit 103	Horizon Wind 8730 Unit 103	Torn Noon 8718 Unit 103
Horizon Wind 8740 Unit 103		Horizon Wind 8740 Unit 103	Torn Noon 8757 Unit 103
		Horizon Wind 8750 Unit 103	Torn 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		Horizon Wind 8779 Unit 103	Traveling Breeze 8694 Unit 103
Horizon Wind 8789 Unit 103		Horizon Wind 8789 Unit 103	Traveling Breeze 8744 Unit 103
	Traveling Breeze 8775 Unit 103	Horizon Wind 8810 Unit 103	Traveling Breeze 8775 Unit 103
	Traveling Breeze 8834 Unit 103	Thunder Sky 9440 Unit 103	Traveling Breeze 8824 Unit 103
Thunder Sky 9450 Unit 103		Thunder Sky 9450 Unit 103	
Observed Defective at:		Addresses Inspected:	
Addresses:	12	Addresses Inspected:	30
Percentage Defective:	40% of units or areas inspected		

12 of 30 units inspected=40% at Unit /Plan 103

24 of 57 inspected =42% at Combined Units /Plan Types

7.0 SLIDING GLASS DOORS

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).
- 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 7.02 repair recommendation.

7.0 SLIDING GLASS DOORS

7.02 **Defect:** Threshold/jamb junctures are unsealed; water intrusion during track test at corners and under threshold.
Location: At Unit 102 and 103 weather exposed sliding glass doors.

Observed Defective at: Address:	Address:	Addresses Inspected: Address:	Address:
	Horizon Wind 8799 Unit 102	Horizon Wind 8639 Unit 102	Horizon Wind 8799 Unit 102
		Horizon Wind 8660 Unit 102	
Horizon Wind 8749 Unit 102		Horizon Wind 8749 Unit 102	
Observed Defective at:		Addresses Inspected:	
Addresses:	2	Addresses Inspected:	4
Percentage Defective:	50% of units or areas inspected		

2 of 4 sliding glass doors tested=50% at unit/plan type 102

Observed Defective at: Address:	Address:	Addresses Inspected: Address:	Address:
	Horizon Wind 8740 Unit 103	Horizon Wind 8649 Unit 103	Horizon Wind 8740 Unit 103
	Horizon Wind 8789 Unit 103 (2)	Horizon Wind 8650 Unit 103	Horizon Wind 8789 Unit 103 (2)
Horizon Wind 8670 Unit 103		Horizon Wind 8670 Unit 103	
Horizon Wind 8730 Unit 103		Horizon Wind 8730 Unit 103	
Observed Defective at:		Addresses Inspected:	
Addresses:	4	Addresses Inspected:	6
Percentage Defective:	67% of units or areas inspected		

5 of 7 sliding glass doors tested=50% at 4 of 6 unit/plan type 103

7 of 11 sliding glass doors tested=64% at 10 units

7.0 SLIDING GLASS DOORS

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.

Resultant Damage:

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

Repair Recommendation:

Perform the AAMA 502.00 Method B water test on sliding glass door except for those already tested. Assume 64% of sliding glass doors will require the following repair:

A. Pullback carpet and padding back approximately 2-feet.
B. Clean threshold/jamb intersections free from dust, dirt and other foreign items.
C. Apply Schnee-Morehead S-M7100 sealant at intersections until completely sealed.
D. Re-install carpet and padding, stretch carpet as required to match existing.
E. Apply Kilz primer and paint to drywall and baseboard with staining. Assume 42% with 4 sq. ft. per sliding glass door.

7.0 SLIDING GLASS DOORS

7.03 **Defect:** EPS not sealed at dissimilar material juncture (aluminum metal frame).
Location: At Unit 102 and 103 weather exposed sliding glass doors.

Observed Defective at: Address:	Address:	Addresses Inspected: Address:	Address:
Horizon Wind 8639 Unit 102	Horizon Wind 8799 Unit 102	Horizon Wind 8639 Unit 102	Horizon Wind 8799 Unit 102
Horizon Wind 8660 Unit 102		Horizon Wind 8660 Unit 102	
Horizon Wind 8749 Unit 102		Horizon Wind 8749 Unit 102	
Observed Defective at:		Addresses Inspected:	
Addresses:	4	Addresses Inspected:	4
Percentage Defective:	100% of units or areas inspected		

4 of 4 sliding glass doors tested=100% at unit/plan type 102

Observed Defective at: Address:	Address:	Addresses Inspected: Address:	Address:
	Horizon Wind 8740 Unit 103	Horizon Wind 8649 Unit 103	Horizon Wind 8740 Unit 103
Horizon Wind 8650 Unit 103	Horizon Wind 8789 Unit 103 (2)	Horizon Wind 8650 Unit 103	Horizon Wind 8789 Unit 103 (2)
Horizon Wind 8670 Unit 103		Horizon Wind 8670 Unit 103	
Horizon Wind 8730 Unit 103		Horizon Wind 8730 Unit 103	
Observed Defective at:		Addresses Inspected:	
Addresses:	5	Addresses Inspected:	6
Percentage Defective:	83% of units or areas inspected		

6 of 7 sliding glass doors tested=86% at 5 of 6 unit/plan type 103

10 of 11 sliding glass doors tested=91% at 10 units

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7.0 SLIDING GLASS DOORS

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).
- Standard Practice for Installation of Exterior Windows, Doors and Skylights ASTM E-2112-01.
- 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 Kote -ER-3899 and ESR-1607).
- One Coat Stucco Manufacturers Specifications (Wire Tex -ER-3878).
- Standard of Care.

Resultant Damage:

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

c. 24 Buildings: (44% x 53) with a repair at 14 primary plumbing flashings per building.

d. 53 Buildings: (100% x 53) with a repair at 18 primary plumbing flashings per building.

Codes and Standards:

- Eagle ICC Report ER-4660, June 1, 2003
- TRI / WSRCA Installation Manual, September 2002
- 2000 IBC
- WSCRA, 5/99
- NRCA Fifth Edition, 2001
- NTRMA Tech Bulletin, 12/14/99

Repair Recommendations:

Inspect all plumbing vent penetrations. Where listed defects are found, repair where applicable, in conjunction with other repairs as follows:

a,b,c,d.

1. Remove tiles at plumbing penetrations as needed to inspect flashings.
2. Replace any primary flashing that has been nailed through or has flanges that measure less than 6" outside the cone.
3. Add underlayment as necessary to create a proper bib. Shingle the bib into the underlayment.
4. Reinstall the tiles per manufacturer's recommendations. Install the secondary flashing in sequence. Set the lower flange of the secondary flashing in mastic. Where nailing would penetrate a flashing or tile is cut, secure the tile with approved adhesive to the adjacent field tile.
5. Seal the juncture of the pipe to the collar of the secondary flashing with mastic.

1.0 TILE ROOFS

1.09 Defect: B-Vents

a. Storm Collar Missing
b. Unsecured Tiles at B-Vent Penetration
c. Nails Through Flashing Exposed
d. Primary Flashing Flanges Less Than 6 Inches Outside the Cone

Location: Tile Roof Area

Observed Defective at Elevation A:

a. 3 Buildings: 8787 Tom Noon, 8725 Traveling Breeze, 8744 Traveling Breeze
b. 10 Buildings: 8649 Horizon Wind, 8729 Horizon Wind, 8730 Horizon Wind, 8740 Horizon Wind, 8789 Horizon Wind, 9440 Thunder Sky, 8638 Tom Noon, 8758 Tom Noon, 8654 Traveling Breeze, 8785 Traveling Breeze
c. 8 Buildings: 8660 Horizon Wind , 8729 Horizon Wind, 8740 Horizon Wind, 8799 Horizon Wind, 9440 Thunder Sky, 9480 Thunder Sky, 8758 Tom Noon, 8764 Traveling Breeze
d. 8 Buildings: 8660 Horizon Wind , 8730 Horizon Wind, 8740 Horizon Wind, 8799 Horizon Wind, 9440 Thunder Sky, 9480 Thunder Sky, 8618 Tom Noon, 8785 Traveling Breeze

Observed Defective at Elevation B:

a. 1 Buildings: 8668 Tom Noon
b. 6 Buildings: 8650 Horizon Wind, 8670 Horizon Wind, 8810 Horizon Wind, 8679 Tom Noon, 8694Traveling Breeze, 8775 Traveling Breeze
c. 6 Buildings: 8650 Horizon Wind, 8739 Horizon Wind, 8828 Tom Noon, 8665 Traveling Breeze, 8694Traveling Breeze, 8775 Traveling Breeze
d. 4 Buildings: 8650 Horizon Wind, 8670 Horizon Wind, 8810 Horizon Wind, 8694Traveling Breeze

Investigated for Defect at Elevation A:

a. 31 Buildings: Defective plus - 8640 Horizon Wind, 8649 Horizon Wind, 8660 Horizon Wind , 8669 Horizon Wind, 8729 Horizon Wind, 8730 Horizon Wind, 8740 Horizon Wind, 8749 Horizon Wind, 8760 Horizon Wind, 8789 Horizon Wind, 8799 Horizon Wind, 9440 Thunder Sky, 9460 Thunder Sky, 9480 Thunder Sky, 8618 Tom Noon, 8638 Tom Noon, 8658 Tom Noon, 8689 Tom Noon, 8718 Tom Noon, 8758 Tom Noon, 8807 Tom Noon, 8644 Traveling Breeze, 8654 Traveling Breeze, 8695 Traveling Breeze, 8764 Traveling Breeze, 8765

Traveling Breeze, 8785 Traveling Breeze, 8805 Traveling Breeze

b. 16 Buildings: Defective plus – 8660 Horizon Wind , 8749 Horizon Wind, 8799 Horizon Wind, 9480 Thunder Sky, 8618 Tom Noon, 8764 Traveling Breeze

c. 16 Buildings: Defective plus – 8649 Horizon Wind, 8730 Horizon Wind, 8749 Horizon Wind, 8789 Horizon Wind, 8618 Tom Noon, 8638 Tom Noon, 8654 Traveling Breeze, 8785 Traveling Breeze

d. 16 Buildings: Defective plus – 8649 Horizon Wind, 8729 Horizon Wind, 8749 Horizon Wind, 8789 Horizon Wind, 8638 Tom Noon, 8758 Tom Noon, 8654 Traveling Breeze, 8764 Traveling Breeze

Investigated for Defect at Elevation B:

a. 23 Buildings: Defective plus - 8650 Horizon Wind, 8670 Horizon Wind, 8739 Horizon Wind, 8750 Horizon Wind, 8759 Horizon Wind, 8779 Horizon Wind, 8780 Horizon Wind, 8810 Horizon Wind, 9430 Thunder Sky, 9450 Thunder Sky, 9470 Thunder Sky, 8637 Tom Noon, 8679 Tom Noon, 8708 Tom Noon, 8717 Tom Noon, 8757 Tom Noon, 8768 Tom Noon, 8828 Tom Noon, 8665 Traveling Breeze, 8694Traveling Breeze, 8755 Traveling Breeze, 8775 Traveling Breeze

b. 9 Buildings: Defective plus – 8739 Horizon Wind, 8828 Tom Noon, 8665 Traveling Breeze

c. 9 Buildings: Defective plus – 8670 Horizon Wind, 8810 Horizon Wind, 8679 Tom Noon

d. 9 Buildings: Defective plus – 8739 Horizon Wind, 8679 Tom Noon, 8828 Tom Noon, 8665 Traveling Breeze, 8775 Traveling Breeze

Projected Defective at Elevation A:

a. 6 Buildings: (10% x 61) with a repair at 1 b-vent per building.

b. 38 Buildings: (63% x 61) with a repair at 8 b-vent penetration tiles per building.

c. 31 Buildings: (50% x 61) with a repair at 4 primary b-vent flashings per building.

d. 31 Buildings: (50% x 61) with a repair at 6 primary b-vent flashings per building.

Projected Defective at Elevation B:

a. 2 Buildings: (4% x 53) with a repair at 1 b-vent per building.

b. 35 Buildings: (67% x 53) with a repair at 8 b-vent penetration tiles per building.

c. 35 Buildings: (67% x 53) with a repair at 4 primary b-vent flashings per building.

d. 24 Buildings: (44% x 53) with a repair at 6 primary b-vent flashings per building.

Codes and Standards:

- Eagle ICC Report ER-4660, June 1, 2003
- TRI / WSRCA Installation Manual, September 2002
- 2000 IBC
- WSCRA, 5/99
- NTRMA Tech Bulletin, 12/14/99
- Simpson Dura-Vent, 1998

Repair Recommendations:

Inspect all b-vents penetrations. Where listed defects are found, repair where applicable, in conjunction with other repairs as follows:

a,b,c,d.

1. Remove tiles at b-vent penetrations as needed to inspect the flashings.
2. Replace any primary flashing that has been nailed through or has flanges that measure less than 6" outside the cone.
3. Add underlayment as necessary to create a proper bib. Shingle the bib into the underlayment.
4. Reinstall the tiles per manufacturer's recommendations. Install the secondary flashing in sequence. Set the lower flange of the secondary flashing in mastic. Where nailing would penetrate a flashing or tile is cut, secure the tile with approved adhesive to the adjacent field tile.
5. Seal the juncture of the pipe to the collar of the secondary flashing with mastic.
6. Position a storm collar above the collar of the secondary flashing and seal with mastic.
7. Reinstall the b-vent cap.

1.0 TILE ROOFS

1.10 Defect: T-Tops

a. Unsecured Tiles at T-top Penetration
b. Nails Through Flashing Exposed
c. Primary Flashing Flanges Less Than 6 Inches Outside the Cone
d. Vent Duct Short through Flashing

Location: Tile Roof Area

Observed Defective at Elevation A:

a. 9 Buildings: 8649 Horizon Wind, 8660 Horizon Wind , 8730 Horizon Wind, 8749 Horizon Wind, 9440 Thunder Sky, 9480 Thunder Sky, 8618 Tom Noon, 8764 Traveling Breeze, 8785 Traveling Breeze

b. 10 Buildings: 8729 Horizon Wind, 8730 Horizon Wind, 8740 Horizon Wind, 8749 Horizon Wind, 8799 Horizon Wind, 9440 Thunder Sky, 9480 Thunder Sky, 8638 Tom Noon, 8764 Traveling Breeze, 8785 Traveling Breeze

c. 16 Buildings: 8649 Horizon Wind, 8660 Horizon Wind , 8729 Horizon Wind, 8730 Horizon Wind, 8740 Horizon Wind, 8749 Horizon Wind, 8789 Horizon Wind, 8799 Horizon Wind, 9440 Thunder Sky, 9480 Thunder Sky, 8618 Tom Noon, 8638 Tom Noon, 8758 Tom Noon, 8654 Traveling Breeze, 8764 Traveling Breeze, 8785 Traveling Breeze

d. 16 Buildings: 8649 Horizon Wind, 8660 Horizon Wind , 8729 Horizon Wind, 8730 Horizon Wind, 8740 Horizon Wind, 8749 Horizon Wind, 8789 Horizon Wind, 8799 Horizon Wind, 9440 Thunder Sky, 9480 Thunder Sky, 8618 Tom Noon, 8638 Tom Noon, 8758 Tom Noon, 8654 Traveling Breeze, 8764 Traveling Breeze, 8785 Traveling Breeze

Observed Defective at Elevation B:

a. 6 Buildings: 8650 Horizon Wind, 8670 Horizon Wind, 8739 Horizon Wind, 8679 Tom Noon, 8828 Tom Noon, 8775 Traveling Breeze

b. 6 Buildings: 8650 Horizon Wind, 8670 Horizon Wind, 8739 Horizon Wind, 8810 Horizon Wind, 8828 Tom Noon, 8775 Traveling Breeze

c. 9 Buildings: 8650 Horizon Wind, 8670 Horizon Wind, 8739 Horizon Wind, 8810 Horizon Wind, 8679 Tom Noon, 8828 Tom Noon, 8665 Traveling Breeze, 8694Traveling Breeze, 8775 Traveling Breeze

d. 9 Buildings: 8650 Horizon Wind, 8670 Horizon Wind, 8739 Horizon Wind, 8810 Horizon Wind, 8679 Tom

ARLINGTON RANCH
Preliminary Defect List &
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FOR MEDIATION PURPOSES ONLY.

Noon, 8828 Tom Noon, 8665 Traveling Breeze,
8694Traveling Breeze, 8775 Traveling Breeze

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Investigated for Defect at Elevation A:

a. 16 Buildings: Defective plus - 8729 Horizon Wind, 8740 Horizon Wind, 8789 Horizon Wind, 8799 Horizon Wind, 8638 Tom Noon, 8758 Tom Noon, 8654 Traveling Breeze

b. 16 Buildings: Defective plus - 8649 Horizon Wind, 8660 Horizon Wind , 8789 Horizon Wind, 8618 Tom Noon, 8758 Tom Noon, 8654 Traveling Breeze

c. 16 Buildings: Same as Defective

d. 16 Buildings: Same as Defective

Investigated for Defect at Elevation B:

a. 9 Buildings: Defective plus - 8810 Horizon Wind, 8665 Traveling Breeze, 8694Traveling Breeze

b. 9 Buildings: Defective plus - 8679 Tom Noon, 8665 Traveling Breeze, 8694Traveling Breeze

c. 9 Buildings: Same as Defective

d. 9 Buildings: Same as Defective

Projected Defective at Elevation A:

a. 34 Buildings: (56% x 61) with a repair at 10 secondary t-top flashings per building.

b. 38 Buildings: (63% x 61) with a repair at 6 primary t-top flashings per building.

c. 61 Buildings: (100% x 61) with a repair at 8 primary t-top flashings per building.

d. 61 Buildings: (100% x 61) with a repair at 8 t-top penetrations per building.

Projected Defective at Elevation B:

a. 35 Buildings: (67% x 53) with a repair at 10 secondary t-top flashings per building.

b. 35 Buildings: (67% x 53) with a repair at 6 primary t-top flashings per building.

c. 53 Buildings: (100% x 53) with a repair at 8 primary t-top flashings per building.

d. 53 Buildings: (100% x 53) with a repair at 8 t-top penetrations per building.

Codes and Standards:

- Eagle ICC Report ER-4660, June 1, 2003
- TRI / WSRCA Installation Manual, September 2002
- 2000 IBC
- WSCRA, 5/99
- NTRMA Tech Bulletin, 12/14/99

Repair Recommendations:

Inspect all t-top penetrations. Where listed defects are found, repair where applicable, in conjunction with other repairs as follows:

a,b,c,d.

1. Remove tiles at t-top penetrations as needed to inspect flashings.
2. Replace any primary flashing that has been nailed through or has flanges that measure less than 6" outside the cone.
3. Add underlayment as necessary to create a proper bib. Shingle the bib into the underlayment.
4. Reinstall the tiles per manufacturer's recommendations. Install the secondary flashing in sequence. Set the lower flange of the secondary flashing in mastic. Where nailing would penetrate a flashing or tile is cut, secure the tile with approved adhesive to the adjacent field tile.

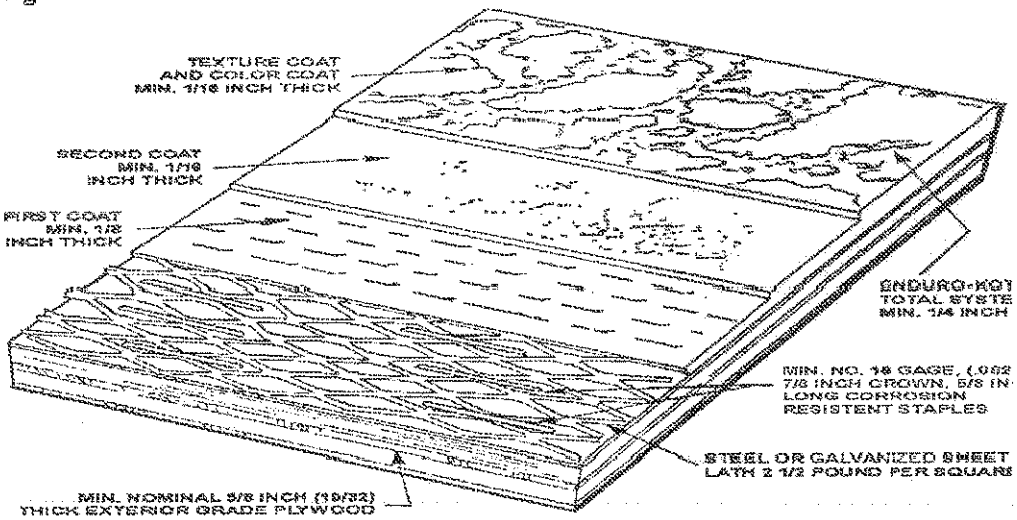
2.0 DECKS AND BALCONIES

R.H Adcock visually inspected 52 and invasively tested 7 private balconies at High Noon at Arlington Ranch.

The balcony waterproof system is installed over exterior grade plywood and OSB board. The balconies are accessed by the plan/unit type 101 dining room. At plan/unit type 102 and 103 the balconies are accessed by an optional private balcony off of the master-bedroom.

R.H. Adcock will use Enduro-Kote as a representative example as to the conditions of the balcony at High Noon. Figure 1 below shows the type of waterproof system installed at the balconies.

Figure 1



In conjunction with the balcony surface is a galvanized sheet metal flashing which is installed around the perimeter. All joints should overlap a minimum of 2-inches and shall be caulked and fastened properly.

2.0 DECKS AND BALCONIES

2.01 Defect: Sheet metal flashing nails non-ring shank.
Location: At plan type 1 balconies and optional plan types 2 and 3 balconies.

Observed Defective at:		Addresses Inspected:	
Address:	Address:	Address:	Address:
Tom Noon 8638 Unit 101	Traveling Breeze 8785 Unit 101	Tom Noon 8638 Unit 101	Traveling Breeze 8785 Unit 101
Observed Defective at:		Addresses Inspected:	
Addresses:	2	Addresses Inspected:	2
Percentage Defective:	100% of units or areas inspected		

2 of 2=100 % walking decks tested at plan/unit 101

Observed Defective at:		Addresses Inspected:	
Address:	Address:	Address:	Address:
Thunder Sky 9440 Unit 102	Tom Noon 8758 Unit 102	Thunder Sky 9440 Unit 102	Tom Noon 8758 Unit 102
Tom Noon 8618 Unit 102	Traveling Breeze 8665 Unit 102	Tom Noon 8618 Unit 102	Traveling Breeze 8665 Unit 102
Observed Defective at:		Addresses Inspected:	
Addresses:	4	Addresses Inspected:	4
Percentage Defective:	100% of units or areas inspected		

4 of 4=100 % walking decks tested at plan/unit 102

Observed Defective at:		Addresses Inspected:	
Address:	Address:	Address:	Address:
Traveling Breeze 8775 Unit 103		Traveling Breeze 8775 Unit 103	
Observed Defective at:		Addresses Inspected:	
Addresses:	1	Addresses Inspected:	1
Percentage Defective:	100% of units or areas inspected		

1 of 1=100 % walking decks tested at plan/unit 103

7 of 7=100 % walking decks tested

2.0 DECKS AND BALCONIES

Violations of Codes and Standards:

- 2000 International Building Code Section 1405.3.
- 2000 International Building Code Section 1503.2.
- 2000 IBC Handbook "Fire and Life Safety Provisions" Section 1405.3.
- 2000 International Building Code Section 1507.10.1.
- 2000 IBC Handbook "Fire and Life Safety Provisions" Section 1507.
- Mer-Kote polyurethane system requirements.
- Mer-Kote Weather Deck system ICBO-ER-3389.
- Enduro-Kote Coating Manufacturers Specification requirements.
- SMACNA requirements Pages 2.1.
- Standard of Care.

Resultant Damage:

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

2.0 DECKS AND BALCONIES

Repair Recommendation:

Perform this repair with 4.0, 7.0, and 8.0 repair recommendations. Assume this repair occurs at 100% of balconies **(plan 1)** plus the optional balconies off master bedrooms (plans 2 and 3).

Perform repair as follows:

A. Remove and store existing balcony furnishings and hollow metal guardrail.

B. Remove and discard 12-inches of perimeter One Coat Stucco system above existing finish floor. Preserve integrity of existing building paper.

C. Remove and discard One Coat Stucco system as necessary to remove edge metal flashing.

D. Remove and discard 12-inch wide strip of Enduro-Kote deck coating system all around balcony perimeter.

E. Remove and discard existing "L" metal and edge metal flashings and "J" mold.

F. Install new corrosion-resistant "L" metal and "J" mold per industry standard requirements. All new corrosion-resistant "L" metal and "J" mold laps and laps to adjacent transitional sheet metal components shall be a minimum of 4-inches and set in a full bed of Vulkem 116. Nail all edge metal flashing with screw nails or ring shank nails at 3-inches on center staggered. All laps shall be nailed with a five nail pattern. Nails shall be flush and firm.

G. Lap new building paper with existing building paper and new corrosion-resistant "L" metal flashing and new "J" mold in a "weather board" fashion.

H. Patch with Enduro-Kote deck coating per manufacturer specifications. Apply over entire surface new texture and color sealer to match existing.

I. Patch One Coat Stucco system per manufacturer requirements. Match existing texture and paint entire repaired wall plane area.

J. Prime and paint to match existing.

K. Re-install balcony furniture and other items.

2.0 DECKS AND BALCONIES

2.02 **Defect:** Sheet metal flashing laps incomplete at inside and outside corners.
Location: At plan type 1 balconies and optional plan types 2 and 3 balconies.

Observed Defective at:		Addresses Inspected:	
Address:	Address:	Address:	Address:
		Tom Noon 8638 Unit 101	Traveling Breeze 8785 Unit 101
Observed Defective at:		Addresses Inspected:	
Addresses:	0	Addresses Inspected:	2
Percentage Defective:	0% of units or areas inspected		

0 of 2=00% walking decks tested at plan/unit 101

Observed Defective at:		Addresses Inspected:	
Address:	Address:	Address:	Address:
Thunder Sky 9440 Unit 102	Tom Noon 8758 Unit 102	Thunder Sky 9440 Unit 102	Tom Noon 8758 Unit 102
Tom Noon 8618 Unit 102	Traveling Breeze 8665 Unit 102	Tom Noon 8618 Unit 102	Traveling Breeze 8665 Unit 102
Observed Defective at:		Addresses Inspected:	
Addresses:	4	Addresses Inspected:	4
Percentage Defective:	100% of units or areas inspected		

4 of 4=100% walking decks tested at plan/unit 102

Observed Defective at:		Addresses Inspected:	
Address:	Address:	Address:	Address:
Traveling Breeze 8775 Unit 103		Traveling Breeze 8775 Unit 103	
Observed Defective at:		Addresses Inspected:	
Addresses:	1	Addresses Inspected:	1
Percentage Defective:	100% of units or areas inspected		

1 of 1=100% walking decks tested at plan/unit 103

5 of 7=71% walking decks tested

2.0 DECKS AND BALCONIES

Violations of Codes and Standards:

- 2000 International Building Code Section 1405.3.
- 2000 International Building Code Section 1503.2.
- 2000 IBC Handbook "Fire and Life Safety Provisions" Section 1405.3.
- 2000 International Building Code Section 1507.10.1.
- 2000 IBC Handbook "Fire and Life Safety Provisions" Section 1507.
- SMACNA requirements Pages 2.1 and 2.8.
- Mer-Kote polyurethane system requirements.
- Mer-Kote Weather
- Enduro-Kote Coating Manufacturers Specification requirements.
- Standard of Care.

Resultant Damage:

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

Repair Recommendation:

This repair covered in 2.01 repair recommendation.

2.0 DECKS AND BALCONIES

2.03 **Defect:** Sheet metal flashing laps without sealant.
Location: At plan type 1 balconies and optional plan types 2 and 3 balconies.

Observed Defective at:		Addresses Inspected:	
Address:	Address:	Address:	Address:
	Traveling Breeze 8785 Unit 101	TomNoon 8638 Unit 101	Traveling Breeze 8785 Unit 101
Observed Defective at:		Addresses Inspected:	
Addresses:	1	Addresses Inspected:	2
Percentage Defective:	50% of units or areas inspected		

1 of 2=50 % walking decks tested at plan/unit 101

Observed Defective at:		Addresses Inspected:	
Address:	Address:	Address:	Address:
	TomNoon 8758 Unit 102	Thunder Sky 9440 Unit 102	TomNoon 8758 Unit 102
TomNoon 8618 Unit 102		TomNoon 8618 Unit 102	Traveling Breeze 8685 Unit 102
Observed Defective at:		Addresses Inspected:	
Addresses:	2	Addresses Inspected:	4
Percentage Defective:	50% of units or areas inspected		

2 of 4=50 % walking decks tested at plan/unit 102

Observed Defective at:		Addresses Inspected:	
Address:	Address:	Address:	Address:
Traveling Breeze 8775 Unit 103		Traveling Breeze 8775 Unit 103	
Observed Defective at:		Addresses Inspected:	
Addresses:	1	Addresses Inspected:	1
Percentage Defective:	100% of units or areas inspected		

1 of 1=100 % walking decks tested at plan/unit 103

4 of 7=57 % walking decks tested

2.0 DECKS AND BALCONIES

Violations of Codes and Standards:

- 2000 International Building Code Section 1405.3.
- 2000 International Building Code Section 1503.2.
- 2000 IBC Handbook "Fire and Life Safety Provisions" Section 1405.3.
- 2000 International Building Code Section 1507.10.1.
- 2000 IBC Handbook "Fire and Life Safety Provisions" Section 1507.
- Enduro-Kote Coating Manufacturers Specification requirements.
- Mer-Kote polyurethane system requirements.
- Mer-Kote Weather Deck system ICBO-ER-3389.
- SMACNA requirements Pages 2.1 and 2.3.
- Standard of Care.

Resultant Damage:

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

Repair Recommendation:

This repair covered in 2.01 repair recommendation.

2.0 DECKS AND BALCONIES

2.04 **Defect:** Sheet metal flashing laps less than 4-inches.
Location: At plan type 1 balconies and optional plan types 2 and 3 balconies.

Observed Defective at:		Addresses Inspected:	
Address:	Address:	Address:	Address:
		TomNoon 8638 Unit 101	Traveling Breeze 8785 Unit 101
Observed Defective at:		Addresses Inspected:	
Addresses:	0	Addresses Inspected:	2
Percentage Defective:		0% of units or areas inspected	

0 of 2=00 % walking decks tested at plan/unit 101

Observed Defective at:		Addresses Inspected:	
Address:	Address:	Address:	Address:
	TomNoon 8758 Unit 102	Thunder Sky 9440 Unit 102	TomNoon 8758 Unit 102
TomNoon 8618 Unit 102	Traveling Breeze 8665 Unit 102	TomNoon 8618 Unit 102	Traveling Breeze 8665 Unit 102
Observed Defective at:		Addresses Inspected:	
Addresses:	3	Addresses Inspected:	4
Percentage Defective:		75% of units or areas inspected	

3 of 4=100 % walking decks tested at plan/unit 102

Observed Defective at:		Addresses Inspected:	
Address:	Address:	Address:	Address:
Traveling Breeze 8775 Unit 103		Traveling Breeze 8775 Unit 103	
Observed Defective at:		Addresses Inspected:	
Addresses:	1	Addresses Inspected:	1
Percentage Defective:		100% of units or areas inspected	

1 of 1=100 % walking decks tested at plan/unit 103

4 of 7=57 % walking decks tested

2.0 DECKS AND BALCONIES

Violations of Codes and Standards:

- 2000 International Building Code Section 1405.3.
- 2000 International Building Code Section 1503.2.
- 2000 IBC Handbook "Fire and Life Safety Provisions" Section 1405.3.
- 2000 International Building Code Section 1507.10.1.
- 2000 IBC Handbook "Fire and Life Safety Provisions" Section 1507.
- SMACNA requirements Pages 2.1 and 2.3.
- Enduro-Kote Coating Manufacturers Specification requirements.
- Mer-Kote polyurethane system requirements.
- Mer-Kote Weather Deck system ICBO-ER-3389.
- Standard of Care.

Resultant Damage:

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

Repair Recommendation:

This repair covered in 2.01 repair recommendation.

Observed Defective at Elevation B:

a. 1 Building: 8650 Horizon Wind
b. 3 Buildings: 8739 Horizon Wind, 8665 Traveling Breeze, 8694Traveling Breeze
c. 4 Buildings: 8650 Horizon Wind, 8670 Horizon Wind, 8694Traveling Breeze, 8775 Traveling Breeze
d. 9 Buildings: 8650 Horizon Wind, 8670 Horizon Wind, 8739 Horizon Wind, 8810 Horizon Wind, 8679 Tom Noon, 8828 Tom Noon, 8665 Traveling Breeze, 8694Traveling Breeze, 8775 Traveling Breeze
e. 9 Buildings: 8650 Horizon Wind, 8670 Horizon Wind, 8739 Horizon Wind, 8810 Horizon Wind, 8679 Tom Noon, 8828 Tom Noon, 8665 Traveling Breeze, 8694Traveling Breeze, 8775 Traveling Breeze
f. 5 Buildings: 8650 Horizon Wind, 8670 Horizon Wind, 8739 Horizon Wind, 8694Traveling Breeze, 8775 Traveling Breeze
g. 3 Buildings: 8665 Traveling Breeze, 8694Traveling Breeze, 8775 Traveling Breeze
h. 2 Buildings: 8810 Horizon Wind, 8665 Traveling Breeze

Investigated for Defect at Elevation A:

a. 16 Buildings: Defective plus - 8649 Horizon Wind, 8660 Horizon Wind , 8729 Horizon Wind, 8730 Horizon Wind, 8740 Horizon Wind, 8749 Horizon Wind, 8789 Horizon Wind, 8799 Horizon Wind, 9440 Thunder Sky, 9480 Thunder Sky, 8618 Tom Noon, 8638 Tom Noon, 8758 Tom Noon, 8654 Traveling Breeze, 8764 Traveling Breeze
b. 16 Buildings: Defective plus - 8649 Horizon Wind, 8660 Horizon Wind , 8729 Horizon Wind, 8730 Horizon Wind, 8740 Horizon Wind, 8749 Horizon Wind, 9440 Thunder Sky, 9480 Thunder Sky, 8618 Tom Noon, 8638 Tom Noon, 8758 Tom Noon, 8785 Traveling Breeze
c. 16 Buildings: Defective plus - 8649 Horizon Wind, 8729 Horizon Wind, 8730 Horizon Wind, 8740 Horizon Wind, 8749 Horizon Wind, 8789 Horizon Wind, 8799 Horizon Wind, 9440 Thunder Sky, 9480 Thunder Sky, 8654 Traveling Breeze, 8764 Traveling Breeze
d. 16 Buildings: Same as Defective
e. 16 Buildings: Same as Defective
f. 16 Buildings: Defective plus – 8649 Horizon Wind, 8729 Horizon Wind, 8730 Horizon Wind, 8740 Horizon Wind, 8789 Horizon Wind, 8799 Horizon Wind, 9480

Thunder Sky, 8618 Tom Noon, 8758 Tom Noon, 8654 Traveling Breeze, 8764 Traveling Breeze, 8785 Traveling Breeze

g. 16 Buildings: Defective plus – 8649 Horizon Wind, 8729 Horizon Wind, 8730 Horizon Wind, 8740 Horizon Wind, 8789 Horizon Wind, 9480 Thunder Sky, 8618 Tom Noon, 8654 Traveling Breeze

h. 16 Buildings: Defective plus – 8649 Horizon Wind, 8729 Horizon Wind, 8730 Horizon Wind, 8740 Horizon Wind, 8749 Horizon Wind, 8789 Horizon Wind, 9440 Thunder Sky, 9480 Thunder Sky, 8638 Tom Noon, 8654 Traveling Breeze, 8764 Traveling Breeze

Investigated for Defect at Elevation B:

a. 9 Buildings: Defective plus - 8670 Horizon Wind, 8739 Horizon Wind, 8810 Horizon Wind, 8679 Tom Noon, 8828 Tom Noon, 8665 Traveling Breeze, 8694Traveling Breeze, 8775 Traveling Breeze

b. 9 Buildings: Defective plus - 8650 Horizon Wind, 8670 Horizon Wind, 8810 Horizon Wind, 8679 Tom Noon, 8828 Tom Noon, 8775 Traveling Breeze

c. 9 Buildings: Defective plus - 8739 Horizon Wind, 8810 Horizon Wind, 8679 Tom Noon, 8828 Tom Noon, 8665 Traveling Breeze

d. 9 Buildings: Same as Defective

e. 9 Buildings: Same as Defective

f. 9 Buildings: Defective plus – 8810 Horizon Wind, 8679 Tom Noon, 8828 Tom Noon, 8665 Traveling Breeze

g. 9 Buildings: Defective plus – 8650 Horizon Wind, 8670 Horizon Wind, 8739 Horizon Wind, 8810 Horizon Wind, 8679 Tom Noon, 8828 Tom Noon

h. 9 Buildings: Defective plus – 8650 Horizon Wind, 8670 Horizon Wind, 8739 Horizon Wind, 8679 Tom Noon, 8828 Tom Noon, 8694Traveling Breeze, 8775 Traveling Breeze

Projected Defective at Elevation A:

a. 4 Buildings: (6% x 61) with a repair at 1 valley termination per building.

b. 15 Buildings: (25% x 61) with a repair at 1 valley termination per building.

c. 19 Buildings: (31% x 61) with a repair at 1 valley per building.

d. 61 Buildings: (100% x 61) with a repair at 100% of valley tiles per building.

e. 61 Buildings: (100% x 61) with a repair at 100% of valley tiles per building.

f. 15 Buildings: (25% x 61) with a repair at 1 valley flashing per building.

g. 31 Buildings: (50% x 61) with a repair at 1 valley termination per building.

h. 19 Buildings: (31% x 61) with a repair at 1 valley sweat sheet per building.

Projected Defective at Elevation B:

a. 6 Buildings: (11% x 53) with a repair at 1 valley termination per building.
b. 18 Buildings: (33% x 53) with a repair at 1 valley termination per building.
c. 24 Buildings: (44% x 53) with a repair at 1 valley per building.
d. 53 Buildings: (100% x 53) with a repair at 100% of valley tiles per building.
e. 53 Buildings: (100% x 53) with a repair at 100% of valley tiles per building.
f. 29 Buildings: (56% x 53) with a repair at 1 valley flashing per building.
g. 18 Buildings: (33% x 53) with a repair at 1 valley termination per building.
h. 12 Buildings: (22% x 53) with a repair at 1 valley sweat sheet per building.

Codes and Standards:

- Eagle ICC Report ER-4660, June 1, 2003
- TRI / WSRCA Installation Manual, September 2002
- 2000 IBC
- WSCRA, 5/99
- NRCA Fifth Edition, 2001
- SMACNA 6th Edition, 2003

Repair Recommendations:

Inspect all valleys. Where listed defects are found, repair where applicable, in conjunction with other repairs as follows:

a,b,c,d,e,f,g,h.

1. Remove 3 tiles per course at each side of valley to access flashing. Store tiles to reuse. Remove riser metal as necessary.
2. Clean valley of all tile, stucco, vegetation and other miscellaneous debris.
3. Discard the existing valley flashing.
4. Inspect the sweat sheet for length and placement over the edge metal. Where found short or beneath the edge metal, cut the sweat sheet and insert additional material shingle fashion with minimum 2" head lap. Place the new felt over the edge metal with edges extended to the edge of the eave.
5. Install a new valley flashing with a multiple diverter cross section. Extend the flashing edges beyond the edge of the eave.
6. Replace dry-in sheets over flashing edges. Patch in underlayment observing proper laps.
7. Replace riser metal. Trim at valley termination to permit unobstructed drainage. Do not nail through valley flashing.

8. Reinstall tiles per manufacturer's recommendations. Replace any damaged tiles. Secure all cut tiles with approved adhesive to the next secured tile.

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N.R.S. 48.109 and N.R.S.48.680

* 1.0 TILE ROOFS

1.05 Defect: Ridges

a. Damaged Ridge Trim Tile
b. Unsecured Ridge Trim Tile
c. Mastic Application Improper at Ridge Trim Tiles
d. Improper Ridge Nailer Attachment

Location: Tile Roof Area

Observed Defective at Elevation A:

a. 1 Building: 8644 Traveling Breeze
b. 20 Buildings: 8660 Horizon Wind, 8669 Horizon Wind, 8730 Horizon Wind, 8749 Horizon Wind, 8760 Horizon Wind, 8789 Horizon Wind, 8799 Horizon Wind, 9440 Thunder Sky, 9460 Thunder Sky, 8618 Tom Noon, 8638 Tom Noon, 8689 Tom Noon, 8718 Tom Noon, 8758 Tom Noon, 8787 Tom Noon, 8654 Traveling Breeze, 8695 Traveling Breeze, 8764 Traveling Breeze, 8765 Traveling Breeze, 8785 Traveling Breeze
c. 15 Buildings: 8649 Horizon Wind, 8660 Horizon Wind , 8729 Horizon Wind, 8730 Horizon Wind, 8749 Horizon Wind, 8789 Horizon Wind, 8799 Horizon Wind, 9440 Thunder Sky, 9480 Thunder Sky, 8618 Tom Noon, 8638 Tom Noon, 8758 Tom Noon, 8654 Traveling Breeze, 8764 Traveling Breeze, 8785 Traveling Breeze
d. 7 Buildings: 8660 Horizon Wind , 8789 Horizon Wind, 9440 Thunder Sky, 9480 Thunder Sky, 8638 Tom Noon, 8758 Tom Noon, 8785 Traveling Breeze

Observed Defective at Elevation B:

a. 2 Buildings: 8768 Tom Noon, 8755 Traveling Breeze
b. 16 Buildings: 8650 Horizon Wind, 8670 Horizon Wind, 8739 Horizon Wind, 8750 Horizon Wind, 8759 Horizon Wind, 8779 Horizon Wind, 8810 Horizon Wind, 9430 Thunder Sky, 9450 Thunder Sky, 8668 Tom Noon, 8679 Tom Noon, 8717 Tom Noon, 8768 Tom Noon, 8828 Tom Noon, 8665 Traveling Breeze, 8775 Traveling Breeze
c. 8 Buildings: 8650 Horizon Wind, 8670 Horizon Wind, 8739 Horizon Wind, 8810 Horizon Wind, 8679 Tom Noon, 8665 Traveling Breeze, 8694Traveling Breeze, 8775 Traveling Breeze
d. 4 Buildings: 8650 Horizon Wind, 8670 Horizon Wind, 8679 Tom Noon, 8775 Traveling Breeze

Investigated for Defect at Elevation A:

a. 31 Buildings: Defective plus - 8640 Horizon Wind, 8649 Horizon Wind, 8660 Horizon Wind , 8669 Horizon Wind, 8729 Horizon Wind, 8730 Horizon Wind, 8740 Horizon Wind, 8749 Horizon Wind, 8760 Horizon Wind, 8789 Horizon Wind, 8799 Horizon Wind, 9440 Thunder Sky, 9460 Thunder Sky, 9480 Thunder Sky, 8618 Tom Noon, 8638 Tom Noon, 8658 Tom Noon, 8689 Tom Noon, 8718 Tom Noon, 8758 Tom Noon, 8787 Tom Noon, 8807 Tom Noon, 8654 Traveling Breeze, 8695 Traveling Breeze, 8725 Traveling Breeze, 8744 Traveling Breeze, 8764 Traveling Breeze, 8765 Traveling Breeze, 8785 Traveling Breeze, 8805 Traveling Breeze

b. 31 Buildings: Defective plus - 8640 Horizon Wind, 8649 Horizon Wind, 8729 Horizon Wind, 8740 Horizon Wind, 9480 Thunder Sky, 8658 Tom Noon, 8807 Tom Noon, 8644 Traveling Breeze, 8725 Traveling Breeze, 8744 Traveling Breeze, 8805 Traveling Breeze

c. 16 Buildings: Defective plus - 8740 Horizon Wind

d. 16 Buildings: Defective plus - 8649 Horizon Wind, 8729 Horizon Wind, 8730 Horizon Wind, 8740 Horizon Wind, 8749 Horizon Wind, 8799 Horizon Wind, 8618 Tom Noon, 8654 Traveling Breeze, 8764 Traveling Breeze

Investigated for Defect at Elevation B:

a. 23 Buildings: Defective plus - 8650 Horizon Wind, 8670 Horizon Wind, 8739 Horizon Wind, 8750 Horizon Wind, 8759 Horizon Wind, 8779 Horizon Wind, 8780 Horizon Wind, 8810 Horizon Wind, 9430 Thunder Sky, 9450 Thunder Sky, 9470 Thunder Sky, 8637 Tom Noon, 8668 Tom Noon, 8679 Tom Noon, 8708 Tom Noon, 8717 Tom Noon, 8757 Tom Noon, 8828 Tom Noon, 8665 Traveling Breeze, 8694Traveling Breeze, 8775 Traveling Breeze

b. 23 Buildings: Defective plus - 8780 Horizon Wind, 9470 Thunder Sky, 8637 Tom Noon, 8708 Tom Noon, 8757 Tom Noon, 8694Traveling Breeze, 8755 Traveling Breeze

c. 9 Buildings: Defective plus - 8828 Tom Noon

d. 9 Buildings: Defective plus - 8739 Horizon Wind, 8810 Horizon Wind, 8828 Tom Noon, 8665 Traveling Breeze, 8694Traveling Breeze

Projected Defective at Elevation A:

a. 2 Buildings: (3% x 61) with a repair at 1 ridge trim tile per building.
b. 39 Buildings: (65% x 61) with a repair at 3 ridge trim tiles per building.
c. 57 Buildings: (94% x 61) with a repair at 100% of ridge trim tiles per building.
d. 27 Buildings: (44% x 61) with a repair at 100% of ridge nailer per building.

Projected Defective at Elevation B:

a. 5 Buildings: (9% x 53) with a repair at 1 ridge trim tile per building.
b. 37 Buildings: (70% x 53) with a repair at 3 ridge trim tiles per building.
c. 47 Buildings: (89% x 53) with a repair at 100% of ridge trim tiles per building.
d. 24 Buildings: (44% x 53) with a repair at 100% of ridge nailer per building.

Codes and Standards:

- Eagle ICC Report ER-4660, June 1, 2003
- TRI / WSRCA Installation Manual, September 2002
- 2000 IBC
- WSCRA, 5/99

Repair Recommendations:

Inspect all ridges. Where listed defects are found, repair where applicable, in conjunction with other repairs as follows:

a,b,c,d.

1. Remove all ridge cover tiles. Store for reuse.
2. Inspect the ridge nailer for adequate length and 24" o.c. fastening. Add additional nailer board and 16d corrosion resistant toenails as required.
3. Reinstall ridge cover tiles. Replace any damaged pieces. Secure with 10d corrosion resistant nails and a dab of mastic placed over the nail head. Observe minimum 3" headlap.
4. Seal complex transitions with mortar weatherblocking.

1.0 TILE ROOFS

1.06 Defect: Confined Rakes

a. Unsecured Confined Rake Tile
b. Pan Termination Obstructed by Riser Metal
c. Z-bar Counterflashing Not Used
d. Pan Nailed Through
e. Pan Water Rail Flattened

Location: Tile Roof Area

Observed Defective at Elevation A:

a. 5 Buildings: 8740 Horizon Wind, 8749 Horizon Wind, 8760 Horizon Wind, 9480 Thunder Sky, 8638 Tom Noon
b. 7 Buildings: 8730 Horizon Wind, 8789 Horizon Wind, 8799 Horizon Wind, 9440 Thunder Sky, 8618 Tom Noon, 8764 Traveling Breeze, 8785 Traveling Breeze
c. 31 Buildings: 8640 Horizon Wind, 8649 Horizon Wind, 8660 Horizon Wind , 8669 Horizon Wind, 8729 Horizon Wind, 8730 Horizon Wind, 8740 Horizon Wind, 8749 Horizon Wind, 8760 Horizon Wind, 8789 Horizon Wind, 8799 Horizon Wind, 9440 Thunder Sky, 9460 Thunder Sky, 9480 Thunder Sky, 8618 Tom Noon, 8638 Tom Noon, 8658 Tom Noon, 8689 Tom Noon, 8718 Tom Noon, 8758 Tom Noon, 8787 Tom Noon, 8807 Tom Noon, 8644 Traveling Breeze, 8654 Traveling Breeze, 8695 Traveling Breeze, 8725 Traveling Breeze, 8744 Traveling Breeze, 8764 Traveling Breeze, 8765 Traveling Breeze, 8785 Traveling Breeze, 8805 Traveling Breeze
d. 5 Buildings: 8660 Horizon Wind, 8749 Horizon Wind, 8789 Horizon Wind, 8758 Tom Noon, 8764 Traveling Breeze
e. 13 Buildings: 8649 Horizon Wind, 8660 Horizon Wind , 8730 Horizon Wind, 8740 Horizon Wind, 8749 Horizon Wind, 8789 Horizon Wind, 8799 Horizon Wind, 9440 Thunder Sky, 9480 Thunder Sky, 8618 Tom Noon, 8638 Tom Noon, 8758 Tom Noon, 8654 Traveling Breeze

Observed Defective at Elevation B:

a. 1 Building: 8757 Tom Noon
b. 5 Buildings: 8670 Horizon Wind, 8810 Horizon Wind, 8679 Tom Noon, 8694Traveling Breeze, 8775 Traveling Breeze
c. 23 Buildings: 8650 Horizon Wind, 8670 Horizon Wind, 8739 Horizon Wind, 8750 Horizon Wind, 8759 Horizon Wind, 8779 Horizon Wind, 8780 Horizon Wind, 8810 Horizon Wind, 9430 Thunder Sky, 9450 Thunder Sky, 9470 Thunder Sky, 8637 Tom Noon, 8668 Tom Noon, 8679 Tom Noon, 8708 Tom Noon, 8717 Tom Noon, 8757 Tom Noon, 8768 Tom Noon, 8828 Tom Noon, 8665 Traveling Breeze, 8694Traveling Breeze, 8755 Traveling Breeze, 8775 Traveling Breeze
d. 3 Buildings: 8650 Horizon Wind, 8739 Horizon Wind, 8810 Horizon Wind
e. 8 Buildings: 8650 Horizon Wind, 8670 Horizon Wind, 8739 Horizon Wind, 8810 Horizon Wind, 8828 Tom Noon, 8665 Traveling Breeze, 8694Traveling Breeze, 8775 Traveling Breeze

Investigated for Defect at Elevation A:

a. 31 Buildings: Defective plus - 8640 Horizon Wind, 8649 Horizon Wind, 8660 Horizon Wind , 8669 Horizon Wind, 8729 Horizon Wind, 8730 Horizon Wind, 8789 Horizon Wind, 8799 Horizon Wind, 9440 Thunder Sky, 9460 Thunder Sky, 8618 Tom Noon, 8658 Tom Noon, 8689 Tom Noon, 8718 Tom Noon, 8758 Tom Noon, 8787 Tom Noon, 8807 Tom Noon, 8644 Traveling Breeze, 8654 Traveling Breeze, 8695 Traveling Breeze, 8725 Traveling Breeze, 8744 Traveling Breeze, 8764 Traveling Breeze, 8765 Traveling Breeze, 8785 Traveling Breeze, 8805 Traveling Breeze
b. 16 Buildings: Defective plus - 8649 Horizon Wind, 8660 Horizon Wind , 8729 Horizon Wind, 8740 Horizon Wind, 8749 Horizon Wind, 9480 Thunder Sky, 8638 Tom Noon, 8758 Tom Noon, 8654 Traveling Breeze
c. 31 Buildings: Same as Defective
d. 16 Buildings: Defective plus - 8649 Horizon Wind, 8729 Horizon Wind, 8730 Horizon Wind, 8740 Horizon Wind, 8799 Horizon Wind, 9440 Thunder Sky, 9480 Thunder Sky, 8618 Tom Noon, 8638 Tom Noon, 8654 Traveling Breeze, 8785 Traveling Breeze

e. 16 Buildings: Defective plus – 8729 Horizon Wind, 8764 Traveling Breeze, 8785 Traveling Breeze

Investigated for Defect at Elevation B:

a. 23 Buildings: Defective plus - 8650 Horizon Wind, 8670 Horizon Wind, 8739 Horizon Wind, 8750 Horizon Wind, 8759 Horizon Wind, 8779 Horizon Wind, 8780 Horizon Wind, 8810 Horizon Wind, 9430 Thunder Sky, 9450 Thunder Sky, 9470 Thunder Sky, 8637 Tom Noon, 8668 Tom Noon, 8679 Tom Noon, 8708 Tom Noon, 8717 Tom Noon, 8768 Tom Noon, 8828 Tom Noon, 8665 Traveling Breeze, 8694Traveling Breeze, 8755 Traveling Breeze, 8775 Traveling Breeze

b. 9 Buildings: Defective plus - 8650 Horizon Wind, 8739 Horizon Wind, 8828 Tom Noon, 8665 Traveling Breeze

c. 23 Buildings: Same as Defective

d. 9 Buildings: Defective plus - 8670 Horizon Wind, 8679 Tom Noon, 8828 Tom Noon, 8665 Traveling Breeze, 8694Traveling Breeze, 8775 Traveling Breeze

e. 9 Buildings: Defective plus – 8679 Tom Noon

Projected Defective at Elevation A:

a. 10 Buildings: (16% x 61) with a repair at 2 confined rake tiles per building.

b. 27 Buildings: (44% x 61) with a repair at 2 pan terminations per building.

c. 61 Buildings: (100% x 61) with a repair at 100% of confined rake per building.

d. 19 Buildings: (31% x 61) with a repair at 3 pan flashings per building.

e. 50 Buildings: (81% x 61) with a repair at 5 pan flashings per building.

Projected Defective at Elevation B:

a. 2 Buildings: (4% x 53) with a repair at 2 confined rake tiles per building.

b. 29 Buildings: (46% x 53) with a repair at 2 pan terminations per building.

c. 53 Buildings: (100% x 53) with a repair at 100% of confined rake per building.

d. 18 Buildings: (33% x 53) with a repair at 3 pan flashings per building.

e. 47 Buildings: (89% x 53) with a repair at 5 pan flashings per building.

Codes and Standards:

* Eagle ICC Report ER-4660, June 1, 2003
* TRI / WSRCA Installation Manual, September 2002
* 2000 IBC

ARLINGTON RANCH

FOR MEDIATION PURPOSES ONLY.

Preliminary Defect List &
Repair Recommendations
January 7, 2008

- WSCRA, 5/99
- NRCA Fifth Edition, 2001
- SMACNA 6th Edition, 2003

Repair Recommendations:

Inspect all confined rakes. Where listed defects are found, repair where applicable, in conjunction with other repairs as follows:

a,b,c,d,e.

1. Remove 3 tile courses at confined rakes to implement repairs.
2. Remove stucco to 12" above the roofline. Preserve the building paper and wire lath to allow a minimum 2" tie-in.
3. Remove and discard the existing tile pan.
4. Install a nominal 1x4 backing along the entire confined rake.
5. Insert new underlayment as needed observing proper laps. Turn the underlayment up the backing a minimum 4". Seal corner laps with mastic.
6. Install a new tile pan observing manufacturer's recommendations. All laps, including the vertical leg at the ridge, shall be 4" minimum. Seal all laps with elastomeric caulk.
7. Where the pan is not carried to another flashing or to the eave, the termination shall extend over the tile course below a minimum 3".
8. Where pan flashings are carried to the eave, trim the riser metal to permit unobstructed drainage.
9. Install a 2x1x2, z-bar counterflashing over the vertical leg of the tile pan. Do not face nail. Seal all laps with elastomeric caulk.
10. Patch stucco as required to match texture and color of existing.
11. Reinstall tiles per manufacturer's recommendations. Use batten extenders to boost tiles within tile pan waterway. Replace any damaged tiles. Secure cut tile with approved adhesive to the adjacent field tile.

* 1.0 TILE ROOFS

1.07 Defect: Headwalls

a. Overexposed Headwall Tiles
b. Unsecured Headwall Tiles
c. Flashing Too High
d. Z-bar Counterflashing Not Used

Location: Tile Roof Area

Observed Defective at Elevation A:

a. 7 Buildings: 8669 Horizon Wind, 8729 Horizon Wind, 8730 Horizon Wind, 9440 Thunder Sky, 8658 Tom Noon, 8644 Traveling Breeze, 8805 Traveling Breeze

b. 16 Buildings: 8660 Horizon Wind , 8669 Horizon Wind, 8730 Horizon Wind, 8789 Horizon Wind, 9440 Thunder Sky, 8618 Tom Noon, 8638 Tom Noon, 8658 Tom Noon, 8718 Tom Noon, 8758 Tom Noon, 8787 Tom Noon, 8644 Traveling Breeze, 8764 Traveling Breeze, 8765 Traveling Breeze, 8785 Traveling Breeze, 8805 Traveling Breeze

c. 17 Buildings: 8660 Horizon Wind , 8729 Horizon Wind, 8730 Horizon Wind, 8799 Horizon Wind, 9440 Thunder Sky, 9480 Thunder Sky, 8658 Tom Noon, 8689 Tom Noon, 8718 Tom Noon, 8758 Tom Noon, 8787 Tom Noon, 8654 Traveling Breeze, 8725 Traveling Breeze, 8764 Traveling Breeze, 8765 Traveling Breeze, 8785 Traveling Breeze, 8805 Traveling Breeze

d. 31 Buildings: 8640 Horizon Wind, 8649 Horizon Wind, 8660 Horizon Wind , 8669 Horizon Wind, 8729 Horizon Wind, 8730 Horizon Wind, 8740 Horizon Wind, 8749 Horizon Wind, 8760 Horizon Wind, 8789 Horizon Wind, 8799 Horizon Wind, 9440 Thunder Sky, 9460 Thunder Sky, 9480 Thunder Sky, 8618 Tom Noon, 8638 Tom Noon, 8658 Tom Noon, 8689 Tom Noon, 8718 Tom Noon, 8758 Tom Noon, 8787 Tom Noon, 8807 Tom Noon, 8644 Traveling Breeze, 8654 Traveling Breeze, 8695 Traveling Breeze, 8725 Traveling Breeze, 8744 Traveling Breeze, 8764 Traveling Breeze, 8765 Traveling Breeze, 8785 Traveling Breeze, 8805 Traveling Breeze

Observed Defective at Elevation B:

a. 2 Buildings: 8650 Horizon Wind, 8750 Horizon Wind
b. 4 Buildings: 8750 Horizon Wind, 8679 Tom Noon, 8708 Tom Noon, 8665 Traveling Breeze
c. 7 Buildings: 8650 Horizon Wind, 8670 Horizon Wind, 8750 Horizon Wind, 8679 Tom Noon, 8768 Tom Noon, 8665 Traveling Breeze, 8775 Traveling Breeze
d. 23 Buildings: 8650 Horizon Wind, 8670 Horizon Wind, 8739 Horizon Wind, 8750 Horizon Wind, 8759 Horizon Wind, 8779 Horizon Wind, 8780 Horizon Wind, 8810 Horizon Wind, 9430 Thunder Sky, 9450 Thunder Sky, 9470 Thunder Sky, 8637 Tom Noon, 8668 Tom Noon, 8679 Tom Noon, 8708 Tom Noon, 8717 Tom Noon, 8757 Tom Noon, 8768 Tom Noon, 8828 Tom Noon, 8665 Traveling Breeze, 8694Traveling Breeze, 8755 Traveling Breeze, 8775 Traveling Breeze

Investigated for Defect at Elevation A:

a. 31 Buildings: Defective plus - 8640 Horizon Wind, 8649 Horizon Wind, 8660 Horizon Wind , 8740 Horizon Wind, 8749 Horizon Wind, 8760 Horizon Wind, 8789 Horizon Wind, 8799 Horizon Wind, 9460 Thunder Sky, 9480 Thunder Sky, 8618 Tom Noon, 8638 Tom Noon, 8689 Tom Noon, 8718 Tom Noon, 8758 Tom Noon, 8787 Tom Noon, 8807 Tom Noon, 8654 Traveling Breeze, 8695 Traveling Breeze, 8725 Traveling Breeze, 8744 Traveling Breeze, 8764 Traveling Breeze, 8765 Traveling Breeze, 8785 Traveling Breeze
b. 31 Buildings: Defective plus – 8640 Horizon Wind, 8649 Horizon Wind, 8729 Horizon Wind, 8740 Horizon Wind, 8749 Horizon Wind, 8760 Horizon Wind, 8799 Horizon Wind, 9460 Thunder Sky, 9480 Thunder Sky, 8689 Tom Noon, 8807 Tom Noon, 8654 Traveling Breeze, 8695 Traveling Breeze, 8725 Traveling Breeze, 8744 Traveling Breeze
c. 31 Buildings: Defective plus – 8640 Horizon Wind, 8649 Horizon Wind, 8669 Horizon Wind, 8740 Horizon Wind, 8749 Horizon Wind, 8760 Horizon Wind, 8789 Horizon Wind, 9460 Thunder Sky, 8618 Tom Noon, 8638 Tom Noon, 8807 Tom Noon, 8644 Traveling Breeze, 8695 Traveling Breeze, 8744 Traveling Breeze
d. 31 Buildings: Same as Defective

Investigated for Defect at Elevation B:

a. 23 Buildings: Defective plus - 8670 Horizon Wind, 8739 Horizon Wind, 8759 Horizon Wind, 8779 Horizon Wind, 8780 Horizon Wind, 8810 Horizon Wind, 9430 Thunder Sky, 9450 Thunder Sky, 9470 Thunder Sky, 8637 Tom Noon, 8668 Tom Noon, 8679 Tom Noon, 8708 Tom Noon, 8717 Tom Noon, 8757 Tom Noon, 8768 Tom Noon, 8828 Tom Noon, 8665 Traveling Breeze, 8694Traveling Breeze, 8755 Traveling Breeze, 8775 Traveling Breeze

b. 23 Buildings: Defective plus – 8650 Horizon Wind, 8670 Horizon Wind, 8739 Horizon Wind, 8759 Horizon Wind, 8779 Horizon Wind, 8780 Horizon Wind, 8810 Horizon Wind, 9430 Thunder Sky, 9450 Thunder Sky, 9470 Thunder Sky, 8637 Tom Noon, 8668 Tom Noon, 8717 Tom Noon, 8757 Tom Noon, 8768 Tom Noon, 8828 Tom Noon, 8694Traveling Breeze, 8755 Traveling Breeze, 8775 Traveling Breeze

c. 23 Buildings: Defective plus – 8739 Horizon Wind, 8759 Horizon Wind, 8779 Horizon Wind, 8780 Horizon Wind, 8810 Horizon Wind, 9430 Thunder Sky, 9450 Thunder Sky, 9470 Thunder Sky, 8637 Tom Noon, 8668 Tom Noon, 8708 Tom Noon, 8717 Tom Noon, 8757 Tom Noon, 8828 Tom Noon, 8694Traveling Breeze, 8755 Traveling Breeze

d. 23 Buildings: Same as Defective

Projected Defective at Elevation A:

a. 14 Buildings: (23% x 61) with a repair at 12 headwall tiles per building.

b. 31 Buildings: (52% x 61) with a repair at 15 headwall tiles per building.

c. 33 Buildings: (55% x 61) with a repair at 50% of headwall flashings per building.

d. 61 Buildings: (100% x 61) with a repair at 100% of headwall per building.

Projected Defective at Elevation B:

a. 5 Buildings: (9% x 53) with a repair at 12 headwall tiles per building.

b. 9 Buildings: (17% x 53) with a repair at 15 headwall tiles per building.

c. 16 Buildings: (30% x 53) with a repair at 50% of headwall flashings per building.

d. 53 Buildings: (100% x 53) with a repair at 100% of headwall per building.

Codes and Standards:

- Eagle ICC Report ER-4660, June 1, 2003
- TRI / WSRCA Installation Manual, September 2002
- 2000 IBC
- WSCRA, 5/99
- NRCA Fifth Edition, 2001

Repair Recommendations:

Inspect all headwalls. Where listed defects are found, repair where applicable, in conjunction with other repairs as follows:

a,b,c,d.

1. Remove 2 tile courses at the headwall to implement repairs.
2. Remove stucco to 12" above the roofline. Preserve the building paper and wire lath to allow a minimum 2" tie-in.
3. Remove the existing headwall flashing and stucco weep screed. Discard.
4. Install a 1x_" backing across the entire length of headwall.
5. Install new underlayment as needed observing proper laps.
6. Install 4"x4", 26-gauge L-metal sub-flashing along the entire headwall area.
7. Install a headwall flashing observing tile manufacturer's recommendations. All laps shall be 4" minimum. Seal all laps with elastomeric caulk.
8. Install a 2x1x2" z-bar counterflashing.
9. Patch stucco matching the existing color and texture.
10. Reinstall tiles per manufacturer's recommendations. Replace any damaged tiles. Nail all tiles within 3' perimeter areas. Secure any tiles that cannot be nailed with approved adhesive to the adjacent nailed tiles.

1.0 TILE ROOFS

1.08 Defect: Plumbing Vents

a. Unsecured Tiles at Plumbing Vent Penetration
b. Bib Missing or Improper
c. Nails Through Flashing Exposed
d. Primary Flashing Flanges Less Than 6 Inches Outside the Cone

Location: Tile Roof Area

Observed Defective at Elevation A:

a. 9 Buildings: 8649 Horizon Wind, 8660 Horizon Wind , 8730 Horizon Wind, 8749 Horizon Wind, 9440 Thunder Sky, 8618 Tom Noon, 8638 Tom Noon, 8758 Tom Noon, 8764 Traveling Breeze
b. 2 Buildings: 8799 Horizon Wind, 8654 Traveling Breeze
c. 8 Buildings: 8649 Horizon Wind, 8660 Horizon Wind , 8789 Horizon Wind, 9440 Thunder Sky, 9480 Thunder Sky, 8618 Tom Noon, 8758 Tom Noon, 8654 Traveling Breeze
d. 14 Buildings: 8649 Horizon Wind, 8729 Horizon Wind, 8730 Horizon Wind, 8740 Horizon Wind, 8749 Horizon Wind, 8789 Horizon Wind, 8799 Horizon Wind, 9440 Thunder Sky, 9480 Thunder Sky, 8618 Tom Noon, 8638 Tom Noon, 8654 Traveling Breeze, 8764 Traveling Breeze, 8785 Traveling Breeze

Observed Defective at Elevation B:

a. 6 Buildings: 8650 Horizon Wind, 8810 Horizon Wind, 8679 Tom Noon, 8828 Tom Noon, 8694Traveling Breeze, 8775 Traveling Breeze
b. 0 Buildings:
c. 4 Buildings: 8739 Horizon Wind, 8810 Horizon Wind, 8828 Tom Noon, 8694Traveling Breeze
d. 9 Buildings: 8650 Horizon Wind, 8670 Horizon Wind, 8739 Horizon Wind, 8810 Horizon Wind, 8679 Tom Noon, 8828 Tom Noon, 8665 Traveling Breeze, 8694Traveling Breeze, 8775 Traveling Breeze

Investigated for Defect at Elevation A:

a. 16 Buildings: Defective plus - 8729 Horizon Wind, 8740 Horizon Wind, 8789 Horizon Wind, 8799 Horizon Wind, 9480 Thunder Sky, 8654 Traveling Breeze, 8785 Traveling Breeze

b. 16 Buildings: Defective plus - 8649 Horizon Wind, 8660 Horizon Wind , 8729 Horizon Wind, 8730 Horizon Wind, 8740 Horizon Wind, 8749 Horizon Wind, 8789 Horizon Wind, 9440 Thunder Sky, 9480 Thunder Sky, 8618 Tom Noon, 8638 Tom Noon, 8758 Tom Noon, 8764 Traveling Breeze, 8785 Traveling Breeze

c. 16 Buildings: Defective plus - 8729 Horizon Wind, 8730 Horizon Wind, 8740 Horizon Wind, 8749 Horizon Wind, 8799 Horizon Wind, 8638 Tom Noon, 8764 Traveling Breeze, 8785 Traveling Breeze

d. 16 Buildings: Defective plus - 8660 Horizon Wind, 8758 Tom Noon

Investigated for Defect at Elevation B:

a. 9 Buildings: Defective plus - 8670 Horizon Wind, 8739 Horizon Wind, 8665 Traveling Breeze

b. 9 Buildings: Defective plus - 8650 Horizon Wind, 8670 Horizon Wind, 8739 Horizon Wind, 8810 Horizon Wind, 8679 Tom Noon, 8828 Tom Noon, 8665 Traveling Breeze, 8694Traveling Breeze, 8775 Traveling Breeze

c. 9 Buildings: Defective plus - 8650 Horizon Wind, 8670 Horizon Wind, 8679 Tom Noon, 8665 Traveling Breeze, 8775 Traveling Breeze

d. 9 Buildings: Same As Defective

Projected Defective at Elevation A:

a. 34 Buildings: (56% x 61) with a repair at 20 plumbing penetration tiles per building.

b. 8 Buildings: (13% x 61) with a repair at 2 primary plumbing flashings per building.

c. 31 Buildings: (50% x 61) with a repair at 14 primary plumbing flashings per building.

d. 53 Buildings: (88% x 61) with a repair at 18 primary plumbing flashings per building.

Projected Defective at Elevation B:

a. 35 Buildings: (67% x 53) with a repair at 20 plumbing penetration tiles per building.

b. 0 Buildings: (0% x 53) with a repair at 2 primary plumbing flashings per building.

d. 31 Buildings: Defective plus - 8640 Horizon Wind, 8649 Horizon Wind, 8660 Horizon Wind , 8729 Horizon Wind, 8730 Horizon Wind, 8740 Horizon Wind, 8749 Horizon Wind, 9460 Thunder Sky, 8689 Tom Noon, 8718 Tom Noon, 8758 Tom Noon, 8644 Traveling Breeze, 8744 Traveling Breeze, 8765 Traveling Breeze, 8785 Traveling Breeze, 8805 Traveling Breeze

e. 31 Buildings: Defective plus - 8640 Horizon Wind, 8660 Horizon Wind , 8669 Horizon Wind, 8729 Horizon Wind, 8730 Horizon Wind, 8740 Horizon Wind, 8749 Horizon Wind, 8760 Horizon Wind, 9440 Thunder Sky, 9460 Thunder Sky, 9480 Thunder Sky, 8638 Tom Noon, 8658 Tom Noon, 8689 Tom Noon, 8718 Tom Noon, 8758 Tom Noon, 8787 Tom Noon, 8807 Tom Noon, 8644 Traveling Breeze, 8654 Traveling Breeze, 8695 Traveling Breeze, 8725 Traveling Breeze, 8744 Traveling Breeze, 8764 Traveling Breeze, 8765 Traveling Breeze, 8785 Traveling Breeze, 8805 Traveling Breeze

f. 16 Buildings: Defective plus – 8649 Horizon Wind, 8660 Horizon Wind , 8730 Horizon Wind, 8740 Horizon Wind, 8789 Horizon Wind, 8799 Horizon Wind, 9440 Thunder Sky, 9480 Thunder Sky, 8618 Tom Noon, 8758 Tom Noon, 8764 Traveling Breeze, 8785 Traveling Breeze

g. 16 Buildings: Defective plus – 8660 Horizon Wind , 8729 Horizon Wind, 8730 Horizon Wind, 8740 Horizon Wind, 8749 Horizon Wind, 8789 Horizon Wind, 8799 Horizon Wind, 9440 Thunder Sky, 9480 Thunder Sky, 8638 Tom Noon, 8654 Traveling Breeze, 8764 Traveling Breeze, 8785 Traveling Breeze

h. 31 Buildings: Defective plus – 8640 Horizon Wind, 8649 Horizon Wind, 8660 Horizon Wind , 8669 Horizon Wind, 8729 Horizon Wind, 8730 Horizon Wind, 8740 Horizon Wind, 8749 Horizon Wind, 8760 Horizon Wind, 8789 Horizon Wind, 9440 Thunder Sky, 9460 Thunder Sky, 9480 Thunder Sky, 8618 Tom Noon, 8638 Tom Noon, 8658 Tom Noon, 8689 Tom Noon, 8718 Tom Noon, 8787 Tom Noon, 8807 Tom Noon, 8644 Traveling Breeze, 8654 Traveling Breeze, 8695 Traveling Breeze, 8725 Traveling Breeze, 8744 Traveling Breeze, 8764

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Preliminary Defect List &
Repair Recommendations
January 7, 2008

FOR MEDIATION PURPOSES ONLY.

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

Traveling Breeze, 8765 Traveling Breeze, 8785
Traveling Breeze, 8805 Traveling Breeze

Investigated for Defect at Elevation B:

a. 23 Buildings: Defective plus - 8670 Horizon Wind, 8739 Horizon Wind, 8759 Horizon Wind, 8779 Horizon Wind, 8780 Horizon Wind, 8810 Horizon Wind, 8668 Tom Noon, 8708 Tom Noon, 8757 Tom Noon, 8694Traveling Breeze

b. 23 Buildings: Defective plus - 8637 Tom Noon, 8668 Tom Noon, 8757 Tom Noon, 8755 Traveling Breeze, 8775 Traveling Breeze

c. 23 Buildings: Defective plus - 8650 Horizon Wind, 8670 Horizon Wind, 8739 Horizon Wind, 8750 Horizon Wind, 8759 Horizon Wind, 8779 Horizon Wind, 8780 Horizon Wind, 8810 Horizon Wind, 9430 Thunder Sky, 9450 Thunder Sky, 9470 Thunder Sky, 8637 Tom Noon, 8668 Tom Noon, 8679 Tom Noon, 8708 Tom Noon, 8717 Tom Noon, 8757 Tom Noon, 8768 Tom Noon, 8828 Tom Noon, 8665 Traveling Breeze, 8755 Traveling Breeze, 8775 Traveling Breeze

d. 23 Buildings: Defective plus - 8670 Horizon Wind, 8739 Horizon Wind, 8750 Horizon Wind, 8759 Horizon Wind, 8779 Horizon Wind, 8780 Horizon Wind, 8810 Horizon Wind, 9430 Thunder Sky, 9450 Thunder Sky, 8668 Tom Noon, 8708 Tom Noon, 8757 Tom Noon, 8768 Tom Noon, 8828 Tom Noon, 8665 Traveling Breeze, 8694Traveling Breeze, 8775 Traveling Breeze

e. 23 Buildings: Defective plus - 8670 Horizon Wind, 8739 Horizon Wind, 8759 Horizon Wind, 8779 Horizon Wind, 8780 Horizon Wind, 8810 Horizon Wind, 9430 Thunder Sky, 9450 Thunder Sky, 9470 Thunder Sky, 8637 Tom Noon, 8668 Tom Noon, 8708 Tom Noon, 8717 Tom Noon, 8757 Tom Noon, 8768 Tom Noon, 8828 Tom Noon, 8665 Traveling Breeze, 8694Traveling Breeze, 8755 Traveling Breeze, 8775 Traveling Breeze

f. 9 Buildings: Defective plus – 8650 Horizon Wind, 8670 Horizon Wind, 8739 Horizon Wind, 8810 Horizon Wind, 8679 Tom Noon, 8828 Tom Noon, 8665 Traveling Breeze, 8694Traveling Breeze, 8775 Traveling Breeze

g. 9 Buildings: Defective plus – 8650 Horizon Wind, 8670 Horizon Wind, 8739 Horizon Wind, 8828 Tom Noon, 8694Traveling Breeze, 8775 Traveling Breeze

b. 23 Buildings: Defective plus – 8650 Horizon Wind, 8670 Horizon Wind, 8739 Horizon Wind, 8750 Horizon Wind, 8759 Horizon Wind, 8779 Horizon Wind, 8780 Horizon Wind, 8810 Horizon Wind, 9430 Thunder Sky, 9450 Thunder Sky, 9470 Thunder Sky, 8637 Tom Noon, 8668 Tom Noon, 8708 Tom Noon, 8717 Tom Noon, 8757 Tom Noon, 8768 Tom Noon, 8828 Tom Noon, 8665 Traveling Breeze, 8694Traveling Breeze, 8755 Traveling Breeze, 8775 Traveling Breeze

Projected Defective at Elevation A:

a. 37 Buildings: (61% x 61) with a repair at 3 broken field tiles per building.
b. 47 Buildings: (77% x 61) with a repair at 2 chipped tiles per building.
c. 6 Buildings: (10% x 61) with a repair at 2 unsecured field tiles per building.
d. 30 Buildings: (48% x 61) with repairs made where they occur in conjunction with other repairs.
e. 8 Buildings: (13% x 61) with repairs made where they occur in conjunction with other repairs.
f. 15 Buildings: (25% x 61) with repairs made where they occur in conjunction with other repairs.
g. 11 Buildings: (19% x 61) with repairs made where they occur in conjunction with other repairs.
h. 4 Buildings: (6% x 61) with a repair at 1 pair of penetrations per building.

Projected Defective at Elevation B:

a. 30 Buildings: (57% x 53) with a repair at 3 broken field tiles per building.
b. 41 Buildings: (78% x 53) with a repair at 2 chipped tiles per building.
c. 2 Buildings: (4% x 53) with a repair at 2 unsecured field tiles per building.
d. 14 Buildings: (26% x 53) with repairs made where they occur in conjunction with other repairs.
e. 7 Buildings: (13% x 53) with repairs made where they occur in conjunction with other repairs.
f. 0 Buildings: (0% x 53) with repairs made where they occur in conjunction with other repairs.
g. 18 Buildings: (33% x 53) with repairs made where they occur in conjunction with other repairs.

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h. 2 Buildings: (4% x 53) with a repair at 1 pair of penetrations per building.

Codes and Standards:

- Eagle ICC Report ER-4660, June 1, 2003
- TRI / WSRCA Installation Manual, September 2002
- 2000 IBC
- WSCRA, 5/99
- NRCA Fifth Edition, 2001
- NTRMA Tech Bulletin, 12/14/99

Repair Recommendations:

a,b.

Inspect all roof areas for damaged tiles. Where listed defects are found, repair where applicable, in conjunction with other repairs as follows:

1. Replace broken or damaged tiles, securing replacements with approved adhesive to adjacent secured tiles.
2. Where underlayment is found torn, cut or deteriorated, shingle in new 30#, ASTM approved material with minimum 2" head laps and 6" end laps.

c.

Inspect all tile roof areas for unsecured tiles. Where listed defects are found, repair where applicable, in conjunction with other repairs as follows:

Where applicable, repair in conjunction with other repairs.

Reinstall loose tiles with approved adhesive to adjacent fastened tiles.

d.

Repair covered by all other repairs.

e.

Repair in conjunction with all other repairs.

Where observed, clean all tile scrap, stucco, vegetation and other miscellaneous debris from roof and tile surfaces.

f.

Repair where found in conjunction with other repairs.

Where underlayment is found torn, cut or deteriorated, install new 30#, ASTM approved underlayment with minimum 2" head laps and 6" end laps

g.

Repair where found in conjunction with other repairs.

Where nail heads are found to protrude, hammer flush with the substrate surface.

h.

Repair in conjunction with other repairs.

1. Remove tiles as needed to access flashings where defect occurs. Store for reuse.
2. Remove flashings. Discard any flashing that has been cut, trimmed or, otherwise, damaged.
3. Cut or disassemble (as applicable) the vent pipe within the attic space. Extend the vent laterally as needed to avoid overlap of the penetration flashings.
4. Cover the abandoned opening through the substrate with 26-gauge sheet metal. Patch in new underlayment sealed with mastic.
5. Install new or reusable primary flashings. Do not nail through. Install new bibs shingled into the underlayment.
6. Install new or reusable secondary flashings in sequence with reinstallation of the tiles. Set the lower flange in a bed of mastic.
7. Reinstall the balance of tiles. Replace any damaged tiles. Where nailing would penetrate a flashing or tile is cut, secure the tile with approved adhesive to the adjacent field tile.
8. Seal the juncture of the vent pipe to the collar of the secondary flashing with mastic.
9. At B-vents, position a storm collar above the collar of the secondary flashing and seal with mastic.

1.0 TILE ROOFS

1.02 Defect: Eaves

a. Edge Metal Laps Less Than 4 Inches
b. Underlayment Short at Eave Edge

Location: Tile Roof Area

Observed Defective at Elevation A:

a. 2 Buildings: 8660 Horizon Wind, 8654 Traveling Breeze
b. 4 Buildings: 8749 Horizon Wind, 8789 Horizon Wind, 9480 Thunder Sky, 8785 Traveling Breeze

Observed Defective at Elevation B:

a. 3 Buildings: 8650 Horizon Wind, 8665 Traveling Breeze, 8775 Traveling Breeze
b. 1 Building: 8670 Horizon Wind

Investigated for Defect at Elevation A:

a. 16 Buildings: Defective plus - 8649 Horizon Wind, 8729 Horizon Wind, 8730 Horizon Wind, 8740 Horizon Wind, 8749 Horizon Wind, 8789 Horizon Wind, 8799 Horizon Wind, 9440 Thunder Sky, 9480 Thunder Sky, 8618 Tom Noon, 8638 Tom Noon, 8758 Tom Noon, 8764 Traveling Breeze, 8785 Traveling Breeze
b. 16 Buildings: Defective plus - 8649 Horizon Wind, 8660 Horizon Wind , 8729 Horizon Wind, 8730 Horizon Wind, 8740 Horizon Wind, 8799 Horizon Wind, 9440 Thunder Sky, 8618 Tom Noon, 8638 Tom Noon, 8758 Tom Noon, 8654 Traveling Breeze, 8764 Traveling Breeze

Investigated for Defect at Elevation B:

a. 9 Buildings: Defective plus - 8670 Horizon Wind, 8739 Horizon Wind, 8810 Horizon Wind, 8679 Tom Noon, 8828 Tom Noon, 8694Traveling Breeze
b. 9 Buildings: Defective plus - 8650 Horizon Wind, 8739 Horizon Wind, 8810 Horizon Wind, 8679 Tom Noon, 8828 Tom Noon, 8665 Traveling Breeze, 8694Traveling Breeze, 8775 Traveling Breeze

Projected Defective at Elevation A:

a. 8 Buildings: (13% x 61) with a repair at 20% of edge metal laps per building.
b. 15 Buildings: (25% x 61) with a repair at 10% of eave edge per building.

Projected Defective at Elevation B:

a. 18 Buildings: (33% x 53) with a repair at 20% of edge metal laps per building.
b. 6 Buildings: (11% x 53) with a repair at 10% of eave edge per building.

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Codes and Standards:

- Eagle ICC Report ER-4660, June 1, 2003
- TRI / WSRCA Installation Manual, September 2002
- 2000 IBC
- WSCRA, 5/99

Repair Recommendations:

Inspect all eaves. Where listed defects are found, repair where applicable, in conjunction with other repairs as follows:

a.

Inspect edge metal laps. Where laps are found less than 4" repair as follows:

1. Remove tiles at edge metal laps and terminations as needed to insert additional material.
2. Add additional edge metal as needed to create minimum 4" laps and / or extend the flashing to the end of the eave. Seal laps with elastomeric caulk.
3. Replace any damaged underlayment.
4. Reinstall tiles per manufacturer's recommendations. Replace any damaged tiles.

b.

1. Remove the first tile courses along the eaves. Store for reuse. Remove riser metal. Store for reuse.
2. Add new 30# ASTM approved felt to extend the underlayment to the eave edge. Install shingle fashion observing minimum 2" head laps and 6" end laps.
3. Reinstall riser metal per manufacturer's recommendations.
4. Reinstall field tiles per manufacturer's recommendations. Replace any damaged tiles.

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* **1.0 TILE ROOFS**

1.03 Defect: Open Rakes

a. Damaged Open Rake Trim Tile
b. Overexposed Open Rake Trim Tile
c. Trim Tiles Do Not Butt Field Tiles
d. Single Fastener at Shortened Trim Tile
e. Weatherblock Missing at Transition
f. Trim Tiles Secured Through Stucco
g. Tiles Unsecured within 3 Ft Open Rake Perimeter Area
h. Underlayment Short Along Open Rake
i. Edge Metal Reverse Lapped at Corner

Location: Tile Roof Area

Observed Defective at Elevation A:

a. 5 Buildings: 8730 Horizon Wind, 8760 Horizon Wind, 9480 Thunder Sky, 8787 Tom Noon, 8725 Traveling Breeze

b. 12 Buildings: 8640 Horizon Wind, 8649 Horizon Wind, 8729 Horizon Wind, 8730 Horizon Wind, 9440 Thunder Sky, 9480 Thunder Sky, 8689 Tom Noon, 8758 Tom Noon, 8654 Traveling Breeze, 8695 Traveling Breeze, 8764 Traveling Breeze, 8785 Traveling Breeze

c. 13 Buildings: 8660 Horizon Wind , 8669 Horizon Wind, 8730 Horizon Wind, 8799 Horizon Wind, 9440 Thunder Sky, 9480 Thunder Sky, 8618 Tom Noon, 8638 Tom Noon, 8658 Tom Noon, 8787 Tom Noon, 8744 Traveling Breeze, 8765 Traveling Breeze, 8785 Traveling Breeze

d. 16 Buildings: 8649 Horizon Wind, 8660 Horizon Wind , 8729 Horizon Wind, 8730 Horizon Wind, 8740 Horizon Wind, 8749 Horizon Wind, 8789 Horizon Wind, 8799 Horizon Wind, 9440 Thunder Sky, 9480 Thunder Sky, 8618 Tom Noon, 8638 Tom Noon, 8758 Tom Noon, 8654 Traveling Breeze, 8764 Traveling Breeze, 8785 Traveling Breeze

e. 20 Buildings: 8660 Horizon Wind , 8669 Horizon Wind, 8729 Horizon Wind, 8730 Horizon Wind, 8749 Horizon Wind, 8789 Horizon Wind, 8799 Horizon Wind, 9440 Thunder Sky, 9480 Thunder Sky, 8618 Tom Noon, 8638 Tom Noon, 8689 Tom Noon, 8758 Tom Noon, 8787 Tom Noon, 8644 Traveling Breeze, 8654 Traveling Breeze, 8695 Traveling Breeze, 8764 Traveling Breeze, 8765 Traveling Breeze, 8785 Traveling Breeze

f. 16 Buildings: 8649 Horizon Wind, 8660 Horizon Wind , 8729 Horizon Wind, 8730 Horizon Wind, 8740 Horizon Wind, 8749 Horizon Wind, 8789 Horizon Wind, 8799 Horizon Wind, 9440 Thunder Sky, 9480 Thunder Sky, 8618 Tom Noon, 8638 Tom Noon, 8758 Tom Noon, 8654 Traveling Breeze, 8764 Traveling Breeze, 8785 Traveling Breeze

g. 16 Buildings: 8649 Horizon Wind, 8660 Horizon Wind , 8729 Horizon Wind, 8730 Horizon Wind, 8740 Horizon Wind, 8749 Horizon Wind, 8789 Horizon Wind, 8799 Horizon Wind, 9440 Thunder Sky, 9480 Thunder Sky, 8618 Tom Noon, 8638 Tom Noon, 8758 Tom Noon, 8654 Traveling Breeze, 8764 Traveling Breeze, 8785 Traveling Breeze

h. 16 Buildings: 8649 Horizon Wind, 8660 Horizon Wind , 8729 Horizon Wind, 8730 Horizon Wind, 8740 Horizon Wind, 8749 Horizon Wind, 8789 Horizon Wind, 8799 Horizon Wind, 9440 Thunder Sky, 9480 Thunder Sky, 8618 Tom Noon, 8638 Tom Noon, 8758 Tom Noon, 8654 Traveling Breeze, 8764 Traveling Breeze, 8785 Traveling Breeze

i. 2 Buildings: 8660 Horizon Wind, 9440 Thunder Sky

Observed Defective at Elevation B:

a. 1 Building: 8768 Tom Noon

b. 8 Buildings: 8650 Horizon Wind, 8670 Horizon Wind, 8750 Horizon Wind, 8810 Horizon Wind, 8668 Tom Noon, 8679 Tom Noon, 8694Traveling Breeze, 8775 Traveling Breeze

c. 11 Buildings: 8670 Horizon Wind, 8750 Horizon Wind, 8779 Horizon Wind, 9450 Thunder Sky, 9470 Thunder Sky, 8637 Tom Noon, 8668 Tom Noon, 8717 Tom Noon, 8665 Traveling Breeze, 8694Traveling Breeze, 8755 Traveling Breeze

d. 9 Buildings: 8650 Horizon Wind, 8670 Horizon Wind, 8739 Horizon Wind, 8810 Horizon Wind, 8679 Tom Noon, 8828 Tom Noon, 8665 Traveling Breeze, 8694Traveling Breeze, 8775 Traveling Breeze

e. 14 Buildings: 8650 Horizon Wind, 8670 Horizon Wind, 8750 Horizon Wind, 8759 Horizon Wind, 8780 Horizon Wind, 8810 Horizon Wind, 9430 Thunder Sky, 8668 Tom Noon, 8679 Tom Noon, 8717 Tom Noon, 8768 Tom Noon, 8828 Tom Noon, 8665 Traveling Breeze, 8775 Traveling Breeze

f. 9 Buildings: 8650 Horizon Wind, 8670 Horizon Wind, 8739 Horizon Wind, 8810 Horizon Wind, 8679 Tom Noon, 8828 Tom Noon, 8665 Traveling Breeze, 8694Traveling Breeze, 8775 Traveling Breeze

g. 9 Buildings: 8650 Horizon Wind, 8670 Horizon Wind, 8739 Horizon Wind, 8810 Horizon Wind, 8679 Tom Noon, 8828 Tom Noon, 8665 Traveling Breeze, 8694Traveling Breeze, 8775 Traveling Breeze

h. 8 Buildings: 8650 Horizon Wind, 8670 Horizon Wind, 8739 Horizon Wind, 8810 Horizon Wind, 8679 Tom Noon, 8665 Traveling Breeze, 8694Traveling Breeze, 8775 Traveling Breeze

i. 1 Building: 8650 Horizon Wind

Investigated for Defect at Elevation A:

a. 31 Buildings: Defective plus - 8640 Horizon Wind, 8649 Horizon Wind, 8660 Horizon Wind , 8669 Horizon Wind, 8729 Horizon Wind, 8740 Horizon Wind, 8749 Horizon Wind, 8789 Horizon Wind, 8799 Horizon Wind, 9440 Thunder Sky, 9460 Thunder Sky, 8618 Tom Noon, 8638 Tom Noon, 8658 Tom Noon, 8689 Tom Noon, 8718 Tom Noon, 8758 Tom Noon, 8807 Tom Noon, 8644 Traveling Breeze, 8654 Traveling Breeze, 8695 Traveling Breeze, 8744 Traveling Breeze, 8764 Traveling Breeze, 8765 Traveling Breeze, 8785 Traveling Breeze, 8805 Traveling Breeze

b. 31 Buildings: Defective plus - 8660 Horizon Wind, 8669 Horizon Wind, 8740 Horizon Wind, 8749 Horizon Wind, 8760 Horizon Wind, 8789 Horizon Wind, 8799 Horizon Wind, 9460 Thunder Sky, 8618 Tom Noon, 8638 Tom Noon, 8658 Tom Noon, 8718 Tom Noon, 8787 Tom Noon, 8807 Tom Noon, 8644 Traveling Breeze, 8725 Traveling Breeze, 8744 Traveling Breeze, 8765 Traveling Breeze, 8805 Traveling Breeze

c. 31 Buildings: Defective plus - 8640 Horizon Wind, 8649 Horizon Wind, 8729 Horizon Wind, 8740 Horizon Wind, 8749 Horizon Wind, 8760 Horizon Wind, 8789 Horizon Wind, 9460 Thunder Sky, 8689 Tom Noon, 8718 Tom Noon, 8758 Tom Noon, 8807 Tom Noon, 8644 Traveling Breeze, 8654 Traveling Breeze, 8695 Traveling Breeze, 8725 Traveling Breeze, 8764 Traveling Breeze, 8805 Traveling Breeze

d. 16 Buildings: Same as Defective

e. 31 Buildings: Defective plus – 8640 Horizon Wind, 8649 Horizon Wind, 8740 Horizon Wind, 8760 Horizon Wind, 9460 Thunder Sky, 8658 Tom Noon, 8718 Tom Noon, 8807 Tom Noon, 8725 Traveling Breeze, 8744 Traveling Breeze, 8805 Traveling Breeze

f. 16 Buildings: Same as Defective

g. 16 Buildings: Same as Defective

h. 16 Buildings: Same as Defective

i. 16 Buildings: Defective plus – 8649 Horizon Wind, 8729 Horizon Wind, 8730 Horizon Wind, 8740 Horizon Wind, 8749 Horizon Wind, 8789 Horizon Wind, 8799 Horizon Wind, 9480 Thunder Sky, 8618 Tom

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Noon, 8638 Tom Noon, 8758 Tom Noon, 8654 Traveling Breeze, 8764 Traveling Breeze, 8785 Traveling Breeze

Investigated for Defect at Elevation B:

a. 23 Buildings: Defective plus - 8650 Horizon Wind, 8670 Horizon Wind, 8739 Horizon Wind, 8750 Horizon Wind, 8759 Horizon Wind, 8779 Horizon Wind, 8780 Horizon Wind, 8810 Horizon Wind, 9430 Thunder Sky, 9450 Thunder Sky, 9470 Thunder Sky, 8637 Tom Noon, 8668 Tom Noon, 8679 Tom Noon, 8708 Tom Noon, 8717 Tom Noon, 8757 Tom Noon, 8828 Tom Noon, 8665 Traveling Breeze, 8694Traveling Breeze, 8755 Traveling Breeze, 8775 Traveling Breeze

b. 23 Buildings: Defective plus - 8739 Horizon Wind, 8759 Horizon Wind, 8779 Horizon Wind, 8780 Horizon Wind, 9430 Thunder Sky, 9450 Thunder Sky, 9470 Thunder Sky, 8637 Tom Noon, 8708 Tom Noon, 8717 Tom Noon, 8757 Tom Noon, 8768 Tom Noon, 8828 Tom Noon, 8665 Traveling Breeze, 8755 Traveling Breeze

c. 23 Buildings: Defective plus - 8650 Horizon Wind, 8739 Horizon Wind, 8759 Horizon Wind, 8780 Horizon Wind, 8810 Horizon Wind, 9430 Thunder Sky, 8679 Tom Noon, 8708 Tom Noon, 8757 Tom Noon, 8768 Tom Noon, 8828 Tom Noon, 8775 Traveling Breeze

d. 9 Buildings: Same as Defective

e. 23 Buildings: Defective plus – 8739 Horizon Wind, 8779 Horizon Wind, 9450 Thunder Sky, 9470 Thunder Sky, 8637 Tom Noon, 8708 Tom Noon, 8757 Tom Noon, 8694Traveling Breeze, 8755 Traveling Breeze

f. 9 Buildings: Same as Defective

g. 9 Buildings: Same as Defective

h. 9 Buildings: Defective plus – 8828 Tom Noon

i. 9 Buildings: Defective plus – 8670 Horizon Wind, 8739 Horizon Wind, 8810 Horizon Wind, 8679 Tom Noon, 8828 Tom Noon, 8665 Traveling Breeze, 8694Traveling Breeze, 8775 Traveling Breeze

Projected Defective at Elevation A:

a. 10 Buildings: (16% x 61) with a repair at 1 damaged trim tile per building.
b. 24 Buildings: (39% x 61) with a repair at 4 open rake trim tiles per building.
c. 26 Buildings: (42% x 61) with a repair at 5open rake trim tiles per building.
d. 61 Buildings: (100% x 61) with a repair at 13 shortened open rake tiles per building.
e. 39 Buildings: (65% x 61) with a repair at 3 transitions at open rakes per building.
f. 61 Buildings: (100% x 61) with a repair at 100% of open rakes per building.
g. 61 Buildings: (100% x 61) with a repair at 100% of cut field tiles along the open rakes per building.
h. 61 Buildings: (100% x 61) with a repair at 1000% of open rakes per building.
i. 8 Buildings: (13% x 61) with a repair at 6 outside corners per building.

Projected Defective at Elevation B:

a. 2 Buildings: (4% x 53) with a repair at 1 damaged trim tile per building.
b. 18 Buildings: (35% x 53) with a repair at 4 open rake trim tiles per building.
c. 25 Buildings: (48% x 53) with a repair at 5open rake trim tiles per building.
d. 53 Buildings: (100% x 53) with a repair at 13 shortened open rake tiles per building.
e. 32 Buildings: (61% x 53) with a repair at 3 transitions at open rakes per building.
f. 53 Buildings: (100% x 53) with a repair at 100% of open rakes per building.
g. 53 Buildings: (100% x 53) with a repair at 100% of cut field tiles along the open rakes per building.
h. 47 Buildings: (89% x 53) with a repair at 1000% of open rakes per building.
i. 6 Buildings: (11% x 53) with a repair at 6 outside corners per building.

Codes and Standards:

- Eagle ICC Report ER-4660, June 1, 2003
- TRI / WSRCA Installation Manual, September 2002
- 2000 IBC
- WSCRA, 5/99

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- NRCA Fifth Edition, 2001

Repair Recommendations:

Inspect all open rakes. Where listed defects are found, repair where applicable, in conjunction with other repairs as follows:

a,b,c,d,e,h,i.

Inspect all open rakes. Where listed defects are found, repair as follows:

1. Remove trim tiles and 2 field tiles at each course along the open rakes. Store for reuse.
2. Remove 1-1/2" of stucco along the top edge of the open rakes. Preserve the building paper.
3. Install a nominal 1x2" stucco ground / nailer where the stucco was removed.
4. Refold the edge metal corner lap as needed to create a positive lap.
5. Install -new underlayment. Extend the underlayment far enough over the edge to cover the stucco ground / nailer. Weave new underlayment into the existing in shingle fashion observing 2" head laps and 6" end laps.
6. Reinstall field tiles per manufacturer's recommendations. Replace any damaged tiles.
7. Nail or use adhesive to secure all tiles within 3' perimeter areas.
8. Reinstall trim tiles. Butt to field tiles and position to nest properly. Use 2-10d corrosion resistant nails per tile with 3/4" minimum penetration into barge. At shortened tiles, drill a new hole when needed to maintain 2 nails per tile.
9. Add mortar weather blocking per manufacturer's recommendations at transitions and terminations to walls.

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* 1.0 TILE ROOFS

1.04 Defect: Valleys

a. Flashing Short at Eave
b. Termination Obstructed by Riser Metal
c. Debris
d. Unsecured Valley Tiles
e. Closed Valley – Tile Lugs Obstruct Water Flow
f. Flashing Nailed within 6 Inches of Centerline
g. Sweat Sheet Short at Termination
h. Edge Metal Over Sweat Sheet

Location: Tile Roof Area

Observed Defective at Elevation A:

a. 1 Building: 8785 Traveling Breeze
b. 4 Buildings: 8789 Horizon Wind, 8799 Horizon Wind, 8654 Traveling Breeze, 8764 Traveling Breeze
c. 5 Buildings: 8660 Horizon Wind , 8618 Tom Noon, 8638 Tom Noon, 8758 Tom Noon, 8785 Traveling Breeze
d. 16 Buildings: 8649 Horizon Wind, 8660 Horizon Wind , 8729 Horizon Wind, 8730 Horizon Wind, 8740 Horizon Wind, 8749 Horizon Wind, 8789 Horizon Wind, 8799 Horizon Wind, 9440 Thunder Sky, 9480 Thunder Sky, 8618 Tom Noon, 8638 Tom Noon, 8758 Tom Noon, 8654 Traveling Breeze, 8764 Traveling Breeze, 8785 Traveling Breeze
e. 16 Buildings: 8649 Horizon Wind, 8660 Horizon Wind , 8729 Horizon Wind, 8730 Horizon Wind, 8740 Horizon Wind, 8749 Horizon Wind, 8789 Horizon Wind, 8799 Horizon Wind, 9440 Thunder Sky, 9480 Thunder Sky, 8618 Tom Noon, 8638 Tom Noon, 8758 Tom Noon, 8654 Traveling Breeze, 8764 Traveling Breeze, 8785 Traveling Breeze
f. 4 Buildings: 8660 Horizon Wind, 8749 Horizon Wind, 9440 Thunder Sky, 8638 Tom Noon
g. 8 Buildings: 8660 Horizon Wind , 8749 Horizon Wind, 8799 Horizon Wind, 9440 Thunder Sky, 8638 Tom Noon, 8758 Tom Noon, 8764 Traveling Breeze, 8785 Traveling Breeze
h. 5 Buildings: 8660 Horizon Wind, 8799 Horizon Wind, 8618 Tom Noon, 8758 Tom Noon, 8785 Traveling Breeze

(3) Association has standing pursuant to NRS 116.3102(1)(d) to assert constructional defect claims in the building envelope (roof, exterior walls, and wall openings), building structural systems, and building fire resistive systems.

Dated: September 30, 2010

ANGIUS & TERRY LLP

By: _____

Paul P. Terry, Jr., SBN 7192
John J. Stander, SBN 9198
Melissa Bybee, SBN 8390
1120 N. Town Center Dr., Suite 260
Las Vegas, Nevada 89144
Attorneys for Plaintiff

Exhibit 1

CURRICULUM VITAE

Personal Resume of Experience, Education and Relevant Activities

for

Ron F. Risto, General Contractor

Synopsis

Business:

Chief Operating Officer: R.H. Adcock / Architect And Associates, Inc.
3550 Camino Del Rio North, Suite 305
San Diego, CA 92108

President of: Alpha Development Incorporated
3550 Camino Del Rio North, Suite 305
San Diego, CA 92108

Personal Background:

- Born April 22, 1949, Syracuse, New York
- Father was a Heating and Air Conditioning Contractor

Formal Education: (since high school)

- Hudson Valley Community College, Troy, New York, 1967 to 1968. Sociology Major.
- Brockport State University, Brockport, New York, 1968 to 1970. Physical Education Major and Sociology Minor.
- Contractors School, San Diego, California, 1987 in preparation for General Contractors License.
- Anthony School of Real Estate, San Diego, California, 1990 in preparation for Real Estate License.
- Mike Busse School, San Diego, California, 1993 in preparation for Insurance License.
- NRCA Conference on Commercial Roof Problem Analysis and Roofing Options, Seattle, Washington, 1996.

Professional Registration:

- California General Contractors license No. 535035
- Nevada General Contractors license No. 43095
- Arizona General Contractors license No. ROC23

Professional Affiliations & Activities:

- Member of International Code Council
- Member National Fire Protection Association
- CSI certified, Construction Documents Technology

- Member of American Architectural Manufacturers Association
- Member of Western States Roofing Contractors Association
- California Real Estate License
- California Department of Insurance license
- Member of Board of Trustees at Life Church, Allentown, PA
- Member of Board of Directors at JM Ministries, Vladivostok, Russia

Vocational Experience: (since college)

- Foreman, Empire Builders, Tulsa, Oklahoma. Duties included supervision of road building and drainage systems.

- Superintendent, R.D. Evans Homes, Bixby, Oklahoma. Construction of single family, multifamily and institutional buildings.

- Vice President, ALRON, Inc., Tulsa, Oklahoma and Crested Butte, Colorado. Construction of spec and custom homes, and office buildings.

- President, R & R Building Concepts Inc., Haskell, Oklahoma. Construction of homes, condos, churches and schools.

- McMillin Companies, San Diego. Project manager for construction of tract homes.

- Ensal Corporation, San Diego. Vice President in charge of development and construction.
- Dura-Bilt Construction, El Cajon, California. Design and estimating, and remodeling of homes, townhouses and offices.

- Owner, R.F. Risto Associates, General Contracting Consulting and Services. Description of services include:

Construction defect analysis	Testimony
Certificates of merit	Visual inspections
Destructive testing	Solution and repair cost estimates

Vocational Experience: (continued)

- Chief Operating Officer, R.H. Adcock / Architect And Associates, Inc., San Diego, California. Responsible for forensic architectural investigations, destructive testing, document research, exhibit development, construction document review and construction inspections and cost estimating.

Summary of Forensic Experience Related to Construction Defect Litigation Cases:

- Fire Resistive Construction

- Windows and Doors
- Interior Finish Systems
- Waterproofing and Weatherproofing
- Fireplaces
- Roofing
- Exterior Finish Systems
- Building Industry Show 1997 - Attendee
- Completed Seminars In:
  Post Construction Problem Solving
  Chasing The Leak- Moisture Control in Residential Housing
  Hard Facts About Concrete
  The New Insurance Picture: What Builders Need to Know

Providing consultant services for plaintiff cases, for homeowner associations and developers, defense for developers and insurance companies, and cross defense for subcontractors and insurance companies.

Speaker/Lecturer:

- 2001 CAI Construction Defect Seminar, AZ
- 2002 CAI Construction Defect Seminar, AZ
- 2002 CAI ABC Construction Defect Seminar, AZ
- 2003 Maintenance vs. Defects Manager Program Seminar, AZ

August 10, 2010

Exhibit 2

ARLINGTON RANCH
LAS VEGAS, NV

PRELIMINARY DEFECT LIST AND REPAIR RECOMMENDATIONS

January 7, 2008

Prepared by:
R.H. ADCOCK / ARCHITECT & ASSOCIATES, INC.
3550 Camino Del Rio North
Suite 305
San Diego, CA 92108
619-624-9272
619-624-9566 FAX

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INTRODUCTION

At the request of the law offices of QUON BRUCE CHRISTENSEN we have prepared a Preliminary Defect List and Repair Recommendations based upon our visual and invasive investigation of Arlington Ranch, located in Las Vegas, NV.

Arlington Ranch is comprised of 114 buildings with 3 units per building. The project construction type is wood-framed walls with concrete tile roofing and a one-coat stucco system. The project was built under the 2000 International Building Code.

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

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January 7, 2008
TILE ROOFS

At the request of **QUON/BRUCE/CHRISTENSEN Law Firm**, this **Arlington Ranch Repairs Recommendations Report** is being divided into subsections based on differences found in building plan types and/or architectural features.

Building plans and "as-built" construction indicates that there are two variations in roof plans. These alternate conditions are shown in the building plans on sheet A-4, as Elevation 'A', and on sheet A-4.1, as Elevation 'B'. The only difference found between these roof plans and elevations is that Elevation 'A' has "straight" gable ends and Elevation 'B' shows "clipped" gable ends at the front elevation. It should be noted that in the "as-built" construction, the gable in Elevation 'B' is found to only be clipped at the upper roof and not over the balcony projection as shown on sheet A-4.1.

Arlington Ranch is comprised of 114 buildings with 3 units per building. The roof inspections and repair recommendations have been made with the understanding that each building and the entirety of its various roof components be considered as a single entity and not be divided by individual unit. Of the 114 buildings, 61 were built as Elevation 'A', with the "straight" gable end, and 53 were constructed as Elevation 'B', with the "clipped" gable end.

RHA conducted roof inspections on a total of 54 of the 114 buildings. Of these 54 buildings inspected, 31 were an Elevation 'A' and 23 were an Elevation 'B'. A further breakdown shows that of the 31 "straight" gable roofs inspected, there were 24 visual inspections and 16 destructive testing inspections. Of the 23 "clipped" gable roofs inspected, there were 19 visual inspections and 9 destructive testing inspections. Addresses and roof inspections for each elevation type are listed on following pages.

The following roof section of the **Arlington Ranch Repairs Recommendations Report** has *Inspected* and *Defective* quantities, as well as extrapolated *Projections*, separated into Elevation 'A' and Elevation 'B' categories, as described above. Both categories are referenced to and follow the same *Repair Recommendations*.

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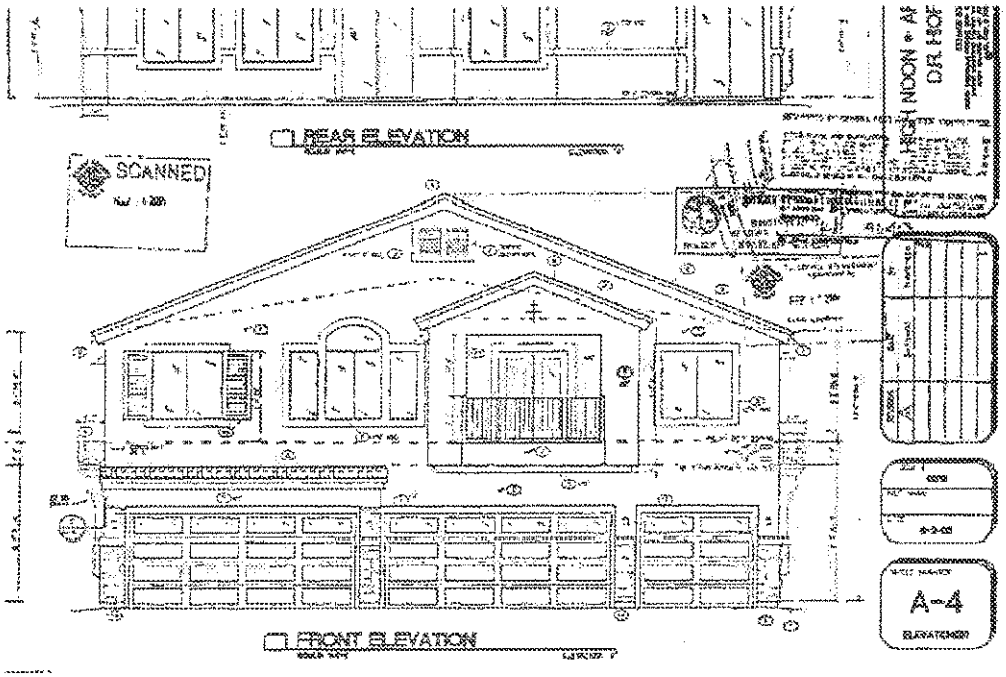
Elevation 'A'



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Elevation 'A'

Addresses	RHA Visual Inspection	RHA DT Inspection	RHA Total Inspected
8640 Horizon Wind	X		X
8649 Horizon Wind		X	X
8660 Horizon Wind		X	X
8669 Horizon Wind	X		X
8680 Horizon Wind			
8689 Horizon Wind			
8710 Horizon Wind			
8729 Horizon Wind		X	X
8730 Horizon Wind	X	X	X
8740 Horizon Wind		X	X
8749 Horizon Wind		X	X
8760 Horizon Wind	X		X
8769 Horizon Wind			
8789 Horizon Wind	X	X	X
8790 Horizon Wind			
8799 Horizon Wind	X	X	X
8800 Horizon Wind			
8809 Horizon Wind			
8819 Horizon Wind			
8820 Horizon Wind			
9440 Thunder Sky	X	X	X
9460 Thunder Sky	X		X
9480 Thunder Sky		X	X
9490 Thunder Sky			
8618 Tom Noon	X	X	X
8638 Tom Noon		X	X
8639 Tom Noon			
8658 Tom Noon	X		X
8667 Tom Noon			
8678 Tom Noon			
8689 Tom Noon	X		X
8698 Tom Noon			
8718 Tom Noon	X		X
8727 Tom Noon			
8738 Tom Noon			
8747 Tom Noon			
8758 Tom Noon	X	X	X
8778 Tom Noon			
8787 Tom Noon	X		X
8797 Tom Noon			

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8798 Tom Noon			
8807 Tom Noon	X		X
8818 Tom Noon			
8644 Traveling Breeze	X		X
8654 Traveling Breeze	X	X	X
8655 Traveling Breeze			
8674 Traveling Breeze			
8675 Traveling Breeze			
8695 Traveling Breeze	X		X
8724 Traveling Breeze			
8725 Traveling Breeze	X		X
8744 Traveling Breeze	X		X
8745 Traveling Breeze			
8764 Traveling Breeze	X	X	X
8765 Traveling Breeze	X		X
8784 Traveling Breeze			
8785 Traveling Breeze	X	X	X
8804 Traveling Breeze			
8805 Traveling Breeze	X		X
8825 Traveling Breeze			
8835 Traveling Breeze			
61 Total Addresses	**24**	**16**	**31 of 61**

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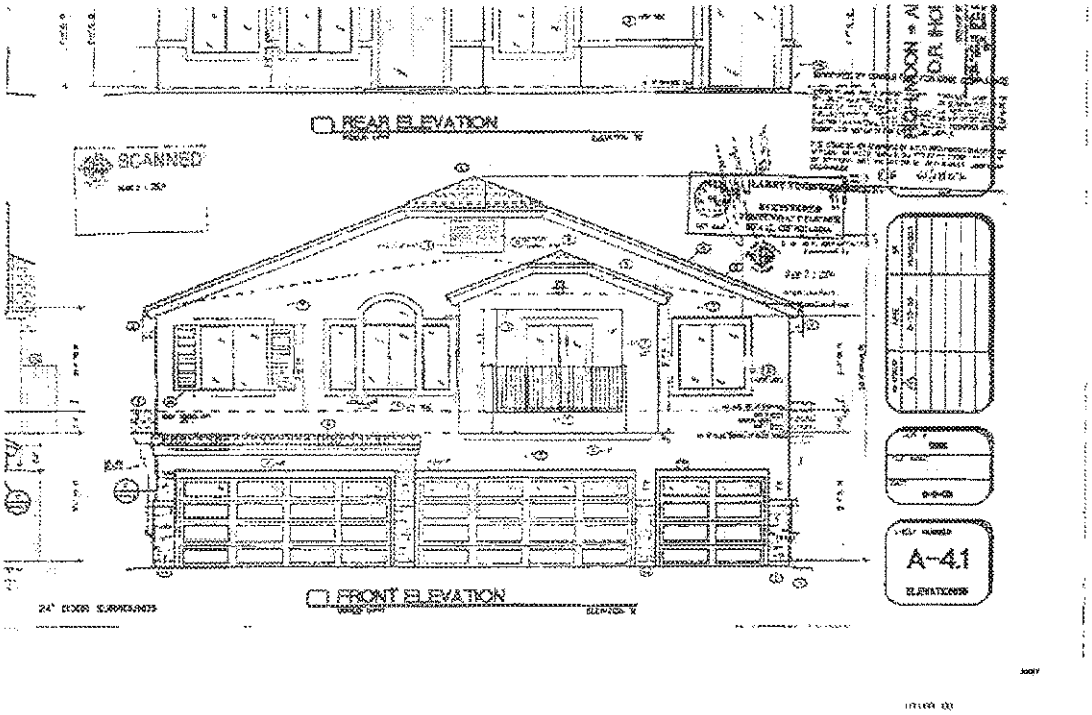

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Elevation 'B'

Addresses	RHA Visual Inspection	RHA DT Inspection	RHA Total Inspected
8639 Horizon Wind			
8650 Horizon Wind	X	X	X
8659 Horizon Wind			
8670 Horizon Wind	X	X	X
8679 Horizon Wind			
8690 Horizon Wind			
8720 Horizon Wind			
8739 Horizon Wind		X	X
8750 Horizon Wind	X		X
8759 Horizon Wind	X		X
8779 Horizon Wind	X		X
8780 Horizon Wind	X		X
8810 Horizon Wind	X	X	X
8829 Horizon Wind			
9430 Thunder Sky	X		X
9450 Thunder Sky	X		X
9470 Thunder Sky	X		X
8628 Tom Noon			
8637 Tom Noon	X		X
8648 Tom Noon			
8657 Tom Noon			
8668 Tom Noon	X		X
8679 Tom Noon	X	X	X
8688 Tom Noon			
8708 Tom Noon	X		X
8717 Tom Noon	X		X
8728 Tom Noon			
8739 Tom Noon			
8748 Tom Noon			
8757 Tom Noon	X		X
8768 Tom Noon	X		X
8777 Tom Noon			
8788 Tom Noon			
8808 Tom Noon			
8817 Tom Noon			
8828 Tom Noon		X	X
8645 Traveling Breeze			
8664 Traveling Breeze			
8665 Traveling		X	X

Breeze			
8684 Traveling Breeze			
8685 Traveling Breeze			
8694Traveling Breeze	X	X	X
8715 Traveling Breeze			
8734 Traveling Breeze			
8735 Traveling Breeze			
8754 Traveling Breeze			
8755 Traveling Breeze	X		X
8775 Traveling Breeze		X	X
8794 Traveling Breeze			
8795 Traveling Breeze			
8814 Traveling Breeze			
8815 Traveling Breeze			
8824 Traveling Breeze			
53 Total Addresses	19	9	23 of 53

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1.0 TILE ROOFS

1.01 Defect: Field Area - General

a. Broken Field Tile
b. Chipped Field Tile
c. Slipped or Unsecured Field Tile
d. Exposed Underlayment
e. Debris On or Under Tiles
f. Torn, Cut or Deteriorated Underlayment
g. Sheathing Nails Protrude Above Substrate
h. Penetrations Separation Inadequate

Location: Tile Roof Area

Observed Defective at Elevation A:

a. 19 Buildings: 8660 Horizon Wind , 8669 Horizon Wind, 8749 Horizon Wind, 8760 Horizon Wind, 8789 Horizon Wind, 8799 Horizon Wind, 9440 Thunder Sky, 9460 Thunder Sky, 9480 Thunder Sky, 8618 Tom Noon, 8638 Tom Noon, 8658 Tom Noon, 8758 Tom Noon, 8787 Tom Noon, 8807 Tom Noon, 8654 Traveling Breeze, 8695 Traveling Breeze, 8764 Traveling Breeze, 8805 Traveling Breeze

b. 24 Buildings: 8640 Horizon Wind, 8649 Horizon Wind, 8660 Horizon Wind , 8669 Horizon Wind, 8729 Horizon Wind, 8730 Horizon Wind, 8760 Horizon Wind, 8789 Horizon Wind, 8799 Horizon Wind, 9440 Thunder Sky, 9460 Thunder Sky, 9480 Thunder Sky, 8618 Tom Noon, 8689 Tom Noon, 8718 Tom Noon, 8758 Tom Noon, 8654 Traveling Breeze, 8695 Traveling Breeze, 8725 Traveling Breeze, 8744 Traveling Breeze, 8764 Traveling Breeze, 8765 Traveling Breeze, 8785 Traveling Breeze, 8805 Traveling Breeze

c. 3 Buildings: 8669 Horizon Wind, 9480 Thunder Sky, 8764 Traveling Breeze

d. 15 Buildings: 8669 Horizon Wind, 8760 Horizon Wind, 8789 Horizon Wind, 8799 Horizon Wind, 9440 Thunder Sky, 9480 Thunder Sky, 8618 Tom Noon, 8638 Tom Noon, 8658 Tom Noon, 8787 Tom Noon, 8807 Tom Noon, 8654 Traveling Breeze, 8695 Traveling Breeze, 8725 Traveling Breeze, 8764 Traveling Breeze

e. 4 Buildings: 8649 Horizon Wind, 8789 Horizon Wind, 8799 Horizon Wind, 8618 Tom Noon

f. 4 Buildings: 8729 Horizon Wind, 8749 Horizon Wind, 8638 Tom Noon, 8654 Traveling Breeze

g. 3 Buildings: 8649 Horizon Wind, 8618 Tom Noon, 8758 Tom Noon

h. 2 Buildings: 8799 Horizon Wind, 8758 Tom Noon

Observed Defective at Elevation B:

a. 13 Buildings: 8650 Horizon Wind, 8750 Horizon Wind, 9430 Thunder Sky, 9450 Thunder Sky, 9470 Thunder Sky, 8637 Tom Noon, 8679 Tom Noon, 8717 Tom Noon, 8768 Tom Noon, 8828 Tom Noon, 8665 Traveling Breeze, 8755 Traveling Breeze, 8775 Traveling Breeze

b. 18 Buildings: 8650 Horizon Wind, 8670 Horizon Wind, 8739 Horizon Wind, 8750 Horizon Wind, 8759 Horizon Wind, 8779 Horizon Wind, 8780 Horizon Wind, 8810 Horizon Wind, 9430 Thunder Sky, 9450 Thunder Sky, 9470 Thunder Sky, 8679 Tom Noon, 8708 Tom Noon, 8717 Tom Noon, 8768 Tom Noon, 8828 Tom Noon, 8665 Traveling Breeze, 8694Traveling Breeze

c. 1 Building: 8694Traveling Breeze

d. 6 Buildings: 8650 Horizon Wind, 9470 Thunder Sky, 8637 Tom Noon, 8679 Tom Noon, 8717 Tom Noon, 8755 Traveling Breeze

e. 3 Buildings: 8650 Horizon Wind, 8750 Horizon Wind, 8679 Tom Noon

f. 0 Buildings:

g. 3 Buildings: 8810 Horizon Wind, 8679 Tom Noon, 8665 Traveling Breeze

h. 1 Building: 8679 Tom Noon

Investigated for Defect at Elevation A:

a. 31 Buildings: Defective plus - 8640 Horizon Wind, 8649 Horizon Wind, 8729 Horizon Wind, 8730 Horizon Wind, 8740 Horizon Wind, 8689 Tom Noon, 8718 Tom Noon, 8644 Traveling Breeze, 8725 Traveling Breeze, 8744 Traveling Breeze, 8765 Traveling Breeze, 8785 Traveling Breeze

b. 31 Buildings: Defective plus - 8740 Horizon Wind, 8749 Horizon Wind, 8638 Tom Noon, 8658 Tom Noon, 8787 Tom Noon, 8807 Tom Noon, 8644 Traveling Breeze

c. 31 Buildings: Defective plus - 8640 Horizon Wind, 8649 Horizon Wind, 8660 Horizon Wind , 8729 Horizon Wind, 8730 Horizon Wind, 8740 Horizon Wind, 8749 Horizon Wind, 8760 Horizon Wind, 8789 Horizon Wind, 8799 Horizon Wind, 9440 Thunder Sky, 9460 Thunder Sky, 8618 Tom Noon, 8638 Tom Noon, 8658 Tom Noon, 8689 Tom Noon, 8718

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Tom Noon, 8758 Tom Noon, 8787 Tom Noon, 8807 Tom Noon, 8644 Traveling Breeze, 8654 Traveling Breeze, 8695 Traveling Breeze, 8725 Traveling Breeze, 8744 Traveling Breeze, 8765 Traveling Breeze, 8785 Traveling Breeze, 8805 Traveling Breeze

B. ASSOCIATION HAS STANDING PURSUANT TO NRS 116.3102(1)(d) TO PURSUE CLAIMS IN UNASSIGNED BUILDINGS THAT AFFECT TWO OR MORE UNIT OWNERS

NRS 116.3102 defines the powers of unit owners' associations, including whether they have standing to pursue litigation in their own name and/or on behalf of its members. That statute states in pertinent part:

> 1. Except as otherwise provided in subsection 2, and subject to the provisions of the declaration, the association may do any or all of the following:
>
> . . .
>
> (d) Institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more units owners on matters affecting the common-interest community.

NRS 116.3102 (Emphasis added.)

The Nevada Supreme Court in *First Light II* confirmed that an HOA does have standing pursuant to NRS 116.3102 to file a representative action on behalf of its members for constructional defects in individual units of a common-interest community. As the Court stated:

> "[W]e conclude that under NRS 116.3102(1)(d), a homeowners' association has standing to file a representative action on behalf of its members for constructional defects in individual units of a common-interest community."

First Light II, supra, 215 P.3d at 702.

1. Conflicts Between *Shuette*, Its Rule 23 Analysis And Chapter 116

The *First Light II* court went on to hold, at least with regard to the interior of the units, that when an association asserts claims in a representative capacity, the action must fulfill the requirements of NRCP 23, and the principles expressed in *Shuette v. Beazer Homes*, 124 P.3d 530 (2005). *First Light II, supra*, at 703.

> "In sum, a homeowners' association filing a suit on behalf of its members will be treated much the same as a plaintiff in class action

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> litigation. Although an association has standing to assert claims on behalf of its members, the suit must fulfill the requirements of NRCP 23 and the principles and concerns discussed in *Shuette*."

First Light II, supra, 215 P.3d at 704. The *First Light II* Court based its determination that a Rule 23 analysis was required, at least in part, on commentary to the Restatement (Third) of Property: Servitudes §6.11 (2000). The Court stated:

> "Indeed, the commentary to Restatement (Third) of Property: Servitudes §6.11, that reaffirms that a homeowners' association has standing to assert claims affecting individual units, also provides, '[i]n suits where no common property is involved, the association functions much like the plaintiff in a class-action litigation, and questions about the rights and duties between the association and the members with respect to the suit will normally be determined by the principles used in class-action litigation." Restatement (Third) of Prop.: Servitudes § 6.11 cmt. a (2000)."

First Light II, supra, 215 P.3d at 703 (emphasis added.)

However, the commentators to the cited Restatement comment suggested that class action analysis be used with regard to the relationship between the association and the membership, not with regard to analysis of the Association's standing. In other words, the members would have the rights of a potential class member to receive notice, to opt out, withdraw from the "class", or to object to a potential settlement because each of their individual rights would be impacted without any corresponding impact on the rights of the other owners. The fact that the Restatement authors were referring to the relationship of the members to the association is reflected in Illustration 3 to §6.11 which provides:

> Association sues Insurance Company for claims arising out of an earthquake that did substantial damage to common areas and individual units. The association includes claims for damage to the individual units as well as for damage to the common areas. The association has standing to do so. The rights of individual unit owners to participate in the proceedings including settlement, or to withdraw from the proceedings, and the preclusive effect of any judgment or settlement on the individual owners are determined under generally applicable procedural principles."

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Restatement (Third) of Property: Servitudes §6.11, Illustration 3 (Emphasis added.)

Thus the restatement authors give an illustration of the application of "class action" principals to association standing: 1) The association does have standing, and 2) The association members have the same rights as a putative class member to participate, or withdraw, and the preclusive effect of the proceedings follows class action rules.

As it quickly becomes apparent when one attempts to apply the NRCP Rule 23 prongs, and *Shuette* analysis to the circumstances of multi-unit association representational standing, the analysis simply doesn't fit in a number of significant ways, and, in fact, the prongs are in some ways contradictory.

For example, NRS 116.3102(1)(d) specifically sets the lower limit of unit owners affected at two, providing that an association may ". . . [i]nstitute . . . litigation or administrative proceedings in its own name on behalf of itself or for two or more unit owners on matters affecting the common interest community." (Emphasis added.) This conflicts with an NRCP 23(a) "numerosity" analysis, which requires plaintiff to prove the number of class members so numerous that joinder is impractical. Indeed, application of the numerosity prong of Rule 23 would facially violate the legislative mandate that a defect affecting "two or more" is sufficient.

Similarly, the Legislature determined, in enacting NRS 116.3102(1)(d), that the association has standing for matters "affecting the common interest community." This provision can be harmonized with the Rule 23 analysis, by an understanding that if the defect affects the common interest community, it satisfies the "commonality" prong of the

Also, NRCP Rule 23(3) requires that " . . . the claims or defenses of the representative parties are typical of the claims or defenses of the class." This requirement simply does not

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make sense when applied to an HOA, who represents the "class" as a whole, and therefore doesn't have "typical" claims of any particular class member. It can be said, however that as a representative of the entire community, the HOA stands in the shoes of the homeowners, and its claims are, by definition, "typical" of the homeowners claims.

Finally, the *Shuette* analysis regarding application of the NRCP Rule 23 prongs does not fit with regard to the representative standing of a townhome association. *Shuette* was an expansive soils case, which involved single family homes. The Court noted ". . . as a practical matter, single family residence constructional defect cases will rarely be appropriate for class treatment . . . As pointed out by the California Supreme Court, class actions involving real property are often incompatible with the fundamental maxim that each parcel of land is unique." *Shuette*, *supra*, at 854. This is not true in a case such as this—High Noon at Arlington Ranch is a 342 unit, 114 common interest ownership community. Each two-story building shares common walls, common roofing, common exterior stucco, common structural elements and common fire resistive systems between the units within the building. Ownership of a unit in a building consisting of other like units, in a common-interest community, differs significantly in character and nature from ownership of a single family home on a separate parcel of land.

First Light II, *Shuette*, the Restatement 3d of Property and Rule 23 are easily harmonized by recognition of the fact that *Shuette* addressed a situation where only defects in the unit that did not affect other unit owners were at issue, and *First Light II* only requires a Rule 23 analysis in such an instance. The *First Light II* Court took the concept of applying a Rule 23 analysis from a comment to the Restatement 3d of Property, quoted as:

> "[i]n suits **where no common property is involved**, the association functions much like the plaintiff in a class-action litigation, and questions about the rights and duties between the association and the

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> members with respect to the suit will normally be determined by the principles used in class-action litigation." *Restatement (Third) of Prop.: Servitudes* § 6.11 cmt. a (2000).

First Light II, at 703-704 (emphasis added.) Thus, "where no common property is involved", and only individual defects are addressed, as in the *Shuette* case, the *First Light II* court requires a Rule 23 analysis:

> And we turn to both NRCP 23 and the principles expressed in *Shuette* to determine how "questions about the rights and duties between the association and the members," Restatement (Third) of Prop.: Servitudes § 6.11 cmt. a, shall be resolved. When describing the policy behind class action lawsuits, this court has declared that "class actions promote efficiency and justice in the legal system by reducing the possibilities that courts will be asked to adjudicate many separate suits arising from a single wrong." *Shuette*, 121 Nev. at 846, 124 P.3d at 537. However, in *Shuette*, this court announced that because a fundamental tenet of property law is that land is unique, "as a practical matter, single-family residence constructional defect cases will rarely be appropriate for class action treatment." *Id.* at 854, 124 P.3d at 542. In other words, because constructional defect cases relate to multiple properties and **will typically involve different types of constructional damages, issues concerning causation, defenses, and compensation are widely disparate and cannot be determined through the use of generalized proof**. Id. at 855, 124 P.3d at 543. Rather, individual parties must substantiate their own claims and class action certification is not appropriate. *Id.*

First Light II, at 703-704 (emphasis added.) In a detached single family housing development, any defects in the house or even in the soil under the house will rarely affect the neighboring houses and the damages can be wildly disparate depending upon a variety of factors. Similarly, defects on the interior of an attached unit will rarely affect the neighboring units. Thus, as this Court recognized in *Dorrell Square HOA v. D.R. Horton*, Action No. A527688, and *Court at Aliante HOA v. D.R. Horton*, Action No. A527641, and as our Supreme Court recognized in *Shuette*, the Association will generally not have standing pursuant to NRS 116.3102(1)(d) to pursue these individual claims. Here, we have the opposite. Where only common areas are concerned—areas which necessarily concern and

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affect two or more unit owners, and concern the common interest community, application of a Rule 23 and *Shuette* analysis are not necessary.

2. The *First Light II* Decision Is Distinguishable In That It Concerned Interior Issues That Did Not Affect Two Or More Unit Owners

Because of these conflicts and differences, the *First Light II* decision is distinguishable from this action in that the *First Light II* decision focused upon defects within the units which affected only that unit. In such a case, the *First Light II* Court held, a NRCP Rule 23 analysis is necessary. Here, on the other hand, ASSOCIATION is only asserting claims that by their very nature affect every homeowner in the building.

This distinction was recognized by this Court in its Order in the case *View of Black Mountain Homeowners Association Inc. v. The American Black Mountain Limited Partnership, et al.* Clark County Dist. Court, Dept. XXII, Case No. A-09-590266-D, wherein the Court stated:

> In this case, Plaintiff does not seek to litigate, on behalf of its members or homeowners, issues relating to constructional defects located within the interiors of any of the 262 individual units. To the contrary, it specifically seeks to represent its members in an action dealing with defects located on or in the exterior walls, wall openings and the roofs of the structures for which the unit owners typically would be held responsible. [footnote omitted] to wit, the facts and issues of this case are distinguishable from those raised in [*First Light II*] where the homeowners' association sought to represent its owners or members for a sundry of constructional defects located within the interiors of each of the developments' units.

View of Black Mountain Order, *supra*, at p. 6-7.

In this case also, ASSOCIATION seeks only to litigate issues that by their very nature affect every owner within the building. ASSOCIATION is not asserting claims for defects within the interior of the units which only affect the one unit owner. The *First Light II* decision is therefore, for the reasons set forth above, distinguishable.

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3. Association Has Standing Under Nrs 116.3102(1)(D) To Assert Claims In The Building Envelope Because The Defects Alleged Affect Two Or More Unit Owners And Concern The Common Interest Community

In a typical condominium or townhouse case, the Association has maintenance responsibility over the building envelope, and the Association therefore has standing in its own right to bring an action to redress defects in the envelope's construction. However, D.R. HORTON drafted the CC&Rs at High Noon at Arlington Ranch in a manner designed to insulate itself from potential liability for constructional defect actions. D.R. HORTON gave the primary maintenance and repair responsibilities to the homeowners of the buildings. By this tactic of stripping the ASSOCIATION of the primary maintenance responsibilities that it would typically have, D.R. HORTON has attempted to create the impossible situation whereby all of the homeowners of a building would have to coordinate and agree to contribute to the repair, maintenance or replacement of any of the common components.[3]

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[3] Recognizing that such a scheme would never work in the real world, D.R. Horton still bestowed secondary responsibility on the ASSOCIATION for these common components. The CC&Rs at Paragraph 9.3, "Maintenance and Repair Obligations of Owners," provides:

> "If any owner shall permit any Improvement, the maintenance of which is the responsibility of such Owner, to fall into disrepair or to become unsafe, or unsightly, or otherwise violate this Declaration, the Board shall have the right to seek any remedies at law or in equity which the Association may have. In addition, the Board shall have the right, but not the duty . . . to enter upon such Unit and/or exclusive Use Area to make such repairs or to perform such maintenance and to charge the cost thereof to the Owner." (emphasis added)

CC&Rs, Paragraph 9.3 attached as Exhibit 9. Similarly, Paragraphs 9.5 and 9.6 provide:

> "9.5 Reporting Responsibilities of Owners
> "Each Owner shall promptly report in writing to the Board any and all visually discernible items or other conditions, with respect to his Unit (including Garage), Triplex Building and areas adjacent to his Unit, which reasonably appear to require repair. Delay or failure to fulfill such reporting duty may result in further damage to Improvement, requiring costly repair or replacement.

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The building envelope is a monolithic structure, and can only be repaired as a whole. It would be absolutely ridiculous for one homeowner on his or her own to undertake a repair of their one third of the roof, or their one third of the stucco or envelope openings. Water intrusion into the envelope anywhere on the building affects all of the homeowners of the building.

NRS 116.3102 provides that an association may ". . . [i]nstitute . . . litigation or administrative proceedings in its own name on behalf of itself or for two or more unit owners on matters affecting the common interest community." (Emphasis Added.) As this Court recognized in its Order in the case *View of Black Mountain Homeowners Association Inc. v. The American Black Mountain Limited Partnership, et al, supra*:

> 9.6 Disrepair; Damage to Owners
> If any Owner shall permit any Improvement, which is the responsibility of such Owner to maintain, to fall into disrepair so as to create a dangerous, unsafe, unsightly or unattractive condition, the Board, and after affording such Owner reasonable notice, shall have the right but not the obligation to correct such condition, and to enter upon such Owner's Unit, for the purpose of so doing . . ."

CC&Rs, Paragraphs 9.5-9.6, attached as Exhibit 9. Finally, where there is evidence of pest infestation, including mold, the ASSOCIATION has the affirmative responsibility to repair:

> "9.8 Pest Control Program
> If the Board adopts an inspection, prevention and/or eradication program ('pest control program') for the prevention and eradication of infestation by wood destroying pests and organisms, the Association . . . may require each such Owner and Residents [sic] to temporarily relocate to from the Unit in order to accommodate the pest control program. . . . All costs involved in maintaining the pest control program, as well as in repairing any Unit or Common Elements shall be a Common Expense, subject to a Special Assessment therefore, and the Association shall have an easement over the Units for the purpose of affecting the foregoing pest control program."

CC&Rs, Paragraphs 9.5-9.6, attached as Exhibit 9.

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> Clearly, by the express language set forth in NRS 116.3102(1)(d), a homeowners' association, such as Plaintiff, may institute litigation on behalf of itself or two or more units' owners on matters affecting the common-interest community. There is no doubt constructional defects within or upon the units' "building envelopes" affect the common interest community, and thus, this Court concludes, without conducting any further analysis, plaintiff View of Black Mountain Homeowners Association, Inc. has standing to sue on behalf of two or more of its members for constructional defects to the structures exteriors.

Order in *View of Black Mountain Homeowners Association Inc. v. The American Black Mountain Limited Partnership, et al.*, Exhibit 8 at p. 5. (Emphasis added.)

Here, as the Court determined in the *View of Black Mountain HOA* case, the defects in the building envelope by definition affect more than one unit owner, and affect the common interest community.

4. Association Has Standing Under Nrs 116.3102(1)(D) To Assert Claims In The Structural System And The Fire Resistive System In That Those Defects, By Definition Affect Two Or More Unit Owners And Concern The Common Interest Community

Plaintiff's experts have identified serious and alarming defects both with the structural integrity of the buildings, and with the fire resistive systems within the buildings. See Marcon Report, attached as Exhibit 4 regarding structural defects and Adcock Report, pp. 107-121, attached as Exhibit 2 regarding fire resistive defects. For example, entire sections of the two hour fire wall between the units and between the units and the garages are missing.

ASSOCIATION has standing pursuant to NRS 116.3102(1)(d) to redress these claims on behalf of its members. These defects, like defects in the building envelope, by their very nature affect every inhabitant of the building. A failure of the structural system will certainly affect every unit in the building. Similarly a failure of the fire resistive system would allow fire to spread more rapidly between the units, and endanger the lives of more than one unit

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owner. Repairs or maintenance of these systems would require coordination and contribution of all of the unit owners in the building—a proposition that is in reality next to impossible.

By its very nature, a defect in the structural integrity of the building affects more than two unit owners, and concerns the common interest community. The same is true of a defect in the fire resistive system. Since repairs cannot realistically be made without the coordination of the ASSOCIATION, the community is necessarily involved. For that reason, ASSOCIATION has standing pursuant to NRS 116.3102(1)(d) to assert claims to redress these defects.

With regard to these defects, as with defects in the building envelope, the *First Light II* decision is distinguishable. As noted above, and as noted in this Court's decision in *View of Black Mountain HOA, supra*, the *First Light II* decision was concerned with defects within the units themselves. The structural and fire resistive defects at High Noon at Arlington Ranch are located within the interior of the building, but not the units. More importantly, by their nature they concern the multiple unit owners, not just one single unit. Therefore, for the same reasons that *First Light II* is distinguishable from building envelope issues, it is distinguishable from the issues here concerning the fire resistive and structural systems of the buildings.

5. Even If A Rule 23 Analysis Is Required, The Defects Satisfy Such An Analysis

To the extent that a Rule 23 analysis must be made with application to an Association representative action (see *supra*), ASSOCIATION satisfies the class certification requirements of NRCP 23.

Pursuant to NRCP 23(a), a class (here representative action) is appropriate when:

> (1) the class is so numerous that joinder of all members is impractical;
>
> (2) there are questions of law or fact common to the class;
>
> (3) the claims or defenses of the representative parties are typical of the claims or defenses of the class; and

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> (4) the representative parties will fairly and adequately protect the interests of the class.

NRCP 23(a).

In addition to these four requirements, a litigant must also satisfy at least one of the categories of NRCP 23(b) which generally evaluates "whether maintaining a class action is logistically possible and superior to other actions." *Meyer v. District Court*, 110 Nev. 1357, 1363, 885 P.2d 622, 626 (1994). Specifically, NRCP 23(b) provides:

> An action may be maintained as a class action if the prerequisites of subdivision (a) are satisfied, and in addition:
>
> (1) the prosecution of separate actions by or against individual members of the class would create a risk of
>
> (A) inconsistent or varying adjudications with respect to individual members of the class which would establish incompatible standards of conduct for the party opposing the class, or
>
> (B) adjudications with respect to individual members of the class which would as a practical matter be dispositive of the interests of the other members not parties to the adjudications or substantially impair or impede their ability to protect their interests; or
>
> (2) the party opposing the class has acted or refused to act on grounds generally applicable to the class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the class as a whole; or
>
> (3) the court finds that the questions of law or fact common to the members of the class predominate over any questions affecting only individual members, and that a class action is superior to other available methods for the fair and efficient adjudication of the controversy. The matters pertinent to the findings include: (A) the interest of members of the class in individually controlling the prosecution or defense of separate actions; (B) the extent and nature of any litigation concerning the controversy already commenced by or against members of the class; (C) the desirability or undesirability of concentrating the litigation of the claims in the particular forum; (D) the difficulties likely to be encountered in the management of a class action.

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NRCP 23(b).

For purposes of this motion, Plaintiffs will focus on the third requirement of NRCP 23(b) by showing that common questions predominate over individual questions and that therefore a representative action is the superior method of adjudication.

a. The Class is so Numerous that Joinder is Impracticable.

The putative "class" of unit owners at High Noon at Arlington Ranch is sufficiently numerous to make joinder of all class members impracticable. Although there is no universal minimum number required to fulfill the numerosity requirement, "a putative class of forty or more generally will be found 'numerous.'" *Shuette v. Beazer Homes Holdings Corp.*, 121 Nev. 837, 847, 124 P.3d 530, 537 (2005). Moreover, impracticability factors such as judicial economy, geographic dispersion of class members, financial resources of class members and ability of class members to bring individual suits should be taken into consideration when analyzing the numerosity requirement. *Id.* Indeed, in the context of this analysis, "Impractical does not mean impossible." *Robidoux v. Celani*, 987 F.2d 931, 935 (2nd Cir. 1993).

There are 342 units in High Noon at Arlington Ranch. Certainly litigating over 300 of the same claims individually would not be judicially economical, especially when dealing with similar breach of warranty and negligence claims.

While an individual homeowner may ultimately recover his or her reasonable expert and investigation costs under NRS 40.655, it is still financially burdensome to the homeowner given the fact that he or she would have to advance these costs before a verdict. This alone may make homeowners hesitant to bring their action forward.

Even though some of the unit owners may be close in geographical location, many of the owners are not. Thus, the high costs associated with bringing an individual or joinder construction defect action make it impractical.

Moreover, it is impractical, if not impossible to contact all of the unit owners to give them a meaningful opportunity to bring an action. ASSOCIATION has in fact attempted to contact all homeowners to inquire whether they wished to have the ASSOCIATION represent their interests. Despite exhaustive efforts, ASSOCIATION has been unable to reach a large

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percentage of the homeowners to speak to them about the issue.[4] Of the homeowners that ASSOCIATION did reach, virtually all of them agreed to assign their rights to the Association.

Therefore, any sort of "joinder" action would deprive a large percentage of unit owners from recovery—not by any choice of theirs, but simply because those people could not reasonably be reached. Clearly a representational action is the superior alternative in this case.

b. The Instant Action Involves Common Questions of Law and Fact.

The "Commonality" prong of Rule 23 can be satisfied by a single common question of law or fact. *Shuette, supra*, 121 Nev. at 848; *Meyer v. District Court*, 110 Nev. 1357, 1363, 885 P.2d 622, 626 (1994). "Commonality does not require that all questions of law and fact must be identical, but that an issue of law or fact exists that inheres in the complaints of all the class members." Here questions of law and fact are common throughout the development.

Here, every resident of High Noon at Arlington Ranch is affected by the constructional defects both in their own units and in the other units in their buildings. Common issues include whether D.R. HORTON negligently constructed the unit owners' residences and whether D.R. HORTON breached any express and implied warranties in light of constructing the Plaintiffs' residences. As such, ASSOCIATION has satisfied the commonality element.

c. The Claims and Defenses of the ASSOCIATION are Typical of the Class

As noted above, the analysis of Association representation does not fit easily into the "typicality" analysis. However, in this matter ASSOCIATION is the assignee of over one half of the unit owners at the development. Therefore, its claims are literally the same as the

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[4] It is unclear exactly why so many homeowners are unreachable. It is likely a combination of absentee owner of an investment or rental unit, or units in foreclosure or bank owned. It is precisely for this reason—the impracticability of even reaching all of the unit owners in such a large development to give them a meaningful choice in pursuing their claims, that Associational standing is so important.

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homeowners. Also, with regard to the units and buildings for which the ASSOCIATION does not have an assignment, the claims of its assignors (which the ASSOCIATION is exercising) are similar to and very typical of the claims of the other unit owners.

ASSOCIATION's claims and applicable defenses are typical of the other owners. Typicality is satisfied when "each class member's claim arises from the same course of events and each class member makes similar legal arguments to prove the defendant's liability." *Shuette*, 121 Nev. at 848-49, (citing *Robidoux v. Celani*, 987 F.2d 931, 936 (2d Cir. 1993)). This does not require all class member claims to be identical. *Id.* at 849. Thus, "certification will not be prevented by mere factual variations among class members' underlying individual claims." *Id.*

The Court in *Deal v. 999 Lakeshore Association*, *supra,* 94 Nev. 301, recognized that where the roofs leaked in every one of the buildings, and that that all of the unit owners were assessed for repairs to the roof area, each of the homeowners suffered damage, and their claims were typical of the other homeowners. See *Deal v. 999 Lakeshore Association*, *supra,* at 306.

Here, the owners who have assigned their claims to the ASSOCIAITON have suffered injury from the same course of events as those who have not. Their claims rest on the same legal arguments of breach of express and implied warranties as well as negligence to prove D.R. HORTON's liability. Each High Noon at Arlington Ranch homeowner from the putative "class" would advance these same common construction defect legal arguments if they were to individually pursue relief for their construction defects. Therefore, the claims and defenses of the ASSOCIATION are typical of the entire High Noon at Arlington Ranch membership.

d. The ASSOCIATION Will Fairly and Adequately Protect the Interests of the Membership

The ASSOCIATION will fairly and adequately protect the interests of the membership. To satisfy this prong, generally the class representatives (here the ASSOCIATION) and members must "possess the same interest and suffer the same injury" as

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the other class members in order to avoid any potential conflicts of interest. *Shuette*, *supra*, 121 Nev. at 849.

Here, the ASSOCIATION and its assignors have suffered the same injury in that their homes were built in the same defective manner as the rest of the unit owners. Moreover, the ASSOCIATION, its assignors and the other homeowners all possess the same interest in proving the defects and otherwise seeking compensation to remedy the condition of the building components. Accordingly, the ASSOCIATION will fairly and adequately protect the interests of the unit owners of High Noon at Arlington Ranch.

Additionally, the quality of the ASSOCIATION counsel must be taken into consideration. *In re Dalkon Shield IUD Products Liability Litig.*, 693 F.2d 847 (9th Cir. 1982). The law firm of Angius & Terry LLP is more than qualified in representing the class. The firm has handled numerous class action lawsuits dealing with construction defects. A-V rated attorney Paul P. Terry, Jr. has over twenty years of litigation experience in handling complex matters relating to construction defects. As such, the membership will be adequately represented by Angius & Terry LLP.

e. Common Questions of Law and Fact Predominate Over Individual Questions and a Class Action is the Superior Method of Adjudication

In addition to satisfying the numerosity, commonality, typicality, and adequacy of representation elements of NRCP 23(a), Plaintiff must also fulfill at least one of the requirements outlined under NRCP 23(b)(3)—that common questions predominate over individual questions, and that the class action is a superior method of adjudication of the claims. Here, both prongs are met.

1. Common Questions Predominate Over Individual Questions

The predominance prong "tests whether proposed classes are sufficiently cohesive to warrant adjudication by representation." *Amchem Products, Inc. v. Windsor*, 521 U.S. 591, 625 (1997). The rule "does not require uniformity of claims across the entire class" and

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"presupposes that individual issues will exist." *Payne v. Goodyear Tire & Rubber Co.*, 216 F.R.D. 21, 26 (D. Mass. 2003). "There is no rigid test of predominance: rather, it simply requires a finding that a sufficient constellation of issues binds class members together." *Id.* (quoting *Waste Mgmt. Holdings, Inc. v. Mowbray*, 208 F.3d 288, 296 (1st Cir. 2000)). "A single, central issue as to the defendants' conduct vis a vis class members can satisfy the predominance requirement even when other elements of the claim require individualized proof." *Id.*

Here, adequate notice under Chapter 40 was given as to the condition of the entire project to the entire prospective "class". The claims and defenses are common to every building. Moreover, the ASSOCIATION'S claims are similar to claims made in condominium cases where the Association maintains the envelope, and therefore class representation is not required.

Although ASSOCIATION does not believe it is necessary in this case, if during discovery it is determined that cost of repair or replacement damages greatly vary, the "class" can easily be broken down into "subclasses" according to plan type, phases or other variables contributing to the variance in damages. Of course, the same subclass breakdown could be used in case any variance in causation issues arises during discovery. Therefore, individual questions can be minimized through the use of subclasses, thereby making the common questions predominant.

This approach was endorsed by the Court in *First Light II*. As the Court stated:

> And if necessary, NRCP 23(c)(4) allows the district court to certify a class action with respect to certain issues or subclasses. To that end, the district court may classify and distinguish claims that are suitable for class action certification from those requiring individualized proof.

First Light II, supra at p. 704.

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2. A Representative Action is the Superior Method of Adjudication

Plaintiffs also satisfy the superiority element of NRCP 23(b)(3). The purpose of a class action is to prevent the same issues from "being litigated over and over[,] thus avoid[ing] duplicative proceedings and inconsistent results." *Shuette*, *supra*, 121 Nev. at 852 (citing *Ingram v. The Coca-Cola Co.*, 200 F.R.D. 685, 701 (N.D.Ga. 2001)). "It also helps class members obtain relief when they might be unable or unwilling to individually litigate an action for financial reasons or for fear of repercussion." *Id.* In general, "class action is only superior when management difficulties and any negative impacts on all parties' interests 'are outweighed by the benefits of class wide resolution of common of common issues.'" *Id.* (quoting *Peltier Enterprises, Inc. v. Hilton*, 51 S.W.3d 616, 624 (Tex.App.2000)). Here, the common issue of the defective buildings in High Noon at Arlington Ranch, the sheer volume of potential class members, and the high costs in expert and legal fees, easily tip the balancing scale in favor of class-wide resolution.

The decisions in *Blumenthal v. Medina Supply Company*, 139 Ohio App.3d 283, 743 N.E.2d 923 and *Payne v. Goodyear Tire and Rubber Co.*, 216 F.R.D. 21 (D. Mass. 2003) offer some insight on the superiority of the class action in the instant case. In Blumenthal, a group of Ohio homeowners sued the concrete manufacturer of their concrete driveways because there was too much water in the design mix thereby causing the concrete to become weak and crack and crumble. *Blumenthal*, *supra*, 139 Ohio App.3d 283, 743 N.E.2d 923. The trial court initially certified a class that included thousands of Ohio homeowners, but then decertified the class on the predominance and superiority prongs because of a high concentration of individual issues that could have contributed to the concrete's failure: specifically, curing procedures, concrete placement, the handling by various contractors and actions by the homeowners post installation. *Id.* However, the Ohio appellate court deemed the decertification improper and ruled, in relevant part:

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> The difficulties and complexities affecting the claims of individual class members do not outweigh the efficiency and economy of a common adjudication in this case. It must be remembered that the class affects approximately one thousand property owners throughout northern Ohio who were supplied concrete by Medina. The individual financial claims of these property owners in the class are, given the size and cost of a typical residential driveway, relatively small in dollar terms, less than $10,000 each. The individual claim, when viewed against the typical legal and expert witness fees customarily employed to litigate such a claim, necessarily militates against the bringing of individual small damage claims in favor of resolving these claims in a more efficient and economical legal vehicle for all parties, namely, a class action, wherein the claims can be aggregated and the common theories advanced for recovery. . . . [to avoid] the geometric explosion of expenses and costs that these multiple cases would necessarily generate...

Id. at 296-97

Thus, the court emphasized the high class volume and the high litigation costs as major factors in evaluating the superiority prong and holding that certification was proper. *Id.*

The *Payne* v. *Goodyear* court noted the same factors in holding that a class action was the superior method of adjudicating the issue of an alleged defective rubber hose used in radiant floor heating systems affecting around 2,000 homes. See *Payne*, *supra*, 216 F.R.D. 21 (D. Mass. 2003). Specifically, the court ruled, in pertinent part:

> [A] class action would best serve the underlying purposes of Rule 23(b) by assuring aggrieved consumers their day in court. "The core purpose of Rule 23(b)(3) is to vindicate the claims of consumers and other groups of people whose individual claims would be too small to warrant litigation." While the claims of many class members are not insubstantial – perhaps tens or even hundreds of thousands of dollars – the litigation costs, including extensive scientific expert analysis, of pursuing individual claims against Goodyear would be likely, in many cases, to be prohibitive."

Id. at 29.

Like *Blumenthal* and *Payne*, and perhaps even more so, the putative class in the instant case is far too numerous to efficiently proceed any other way than a class action. Again, the putative class encompasses at least 340 homes. It simply would create an undue burden on

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the court system to hear over 340 individual claims regarding the same issues of whether or not the same building components are defective.

Also like *Blumenthal* and *Payne*, and perhaps even more so, the expected high litigation costs would likely deter individual homeowners from bringing forward their claims. Construction investigations, as well as expert testimony, can be extremely expensive and would likely be a prohibitive financial burden on a single homeowner. While NRS 40.655 allows a homeowner to ultimately recover these investigation and expert costs from the builder and/or subcontractors, the reality remains that the homeowner would need to advance all of these costs years before recovery. Allowing the instant action to proceed as a class will minimize these expenses to the class since investigations will be limited to a representative sample of homes and the associated costs will be shared by all class members. Any attorneys' fees and associated costs would also be shared by the class as opposed to each individual class member paying for their own attorneys' fees and costs through individual actions of the same main issue.

Accordingly, the common issues of the defective of the envelope and other issues at over 340 homes, and the anticipated high litigation costs associated with the claims, makes a representative action the superior method of adjudication in the case at hand.

In the end, practical reality should prevail over artificial technicalities. Nevada Courts have been successfully adjudicating defects in the common components of associations since at least *Deal* in 1978. No significant issue was encountered until D.R. Horton attempted to avoid legal responsibility for its defective construction by abusing its control of the drafting of the CC&Rs to advance its divide and conquer scheme.

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IV. CONCLUSION

ASSOCIATION has received assignments to assert the claims of 194 of the unit owners at the development to date. These units are in 107 of the buildings. Through these assignments, ASSOCIATION has standing to assert all claims that arise out of the assigned units, and all claims that affect the entirety of the buildings in the 107 buildings that contain assigned units.

Moreover, ASSOCIATION has standing pursuant to NRS 116.3102(1)(d) to assert claims on behalf of two or more unit owners that affect the common interest community. Defects in the building envelope, structural systems and fire resistive systems are monolithic within the building. Defects of those components, by their very nature affect every unit within the building. It would be impossible for one homeowner to attempt a repair of any of those monolithic components without the cooperation of all of the building unit owners. Clearly defects in those components affect the common interest community.

For the foregoing reasons, Plaintiff respectfully requests that this Court declare that:

(1) Association has standing to assert all constructional defect claims with regard to units for which Association has procured an assignment of rights from the unit owners;

(2) Association has standing to assert constructional defect claims for the building envelope (roof, exterior walls, and wall openings), building structural systems, and building fire resistive systems, in all buildings which contain a unit for which Association has procured an assignment of rights from the unit owner; and

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IN THE SUPREME COURT OF THE STATE OF NEVADA

D.R. HORTON, INC., a Delaware corporation,

Petitioner,

v.

EIGHTH JUDICIAL DISTRICT COURT of the State of Nevada, in and for the COUNTY OF CLARK; and the HONORABLE SUSAN H. JOHNSON, District Judge,

Respondent.

HIGH NOON AT ARLINGTON RANCH HOMEOWNWERS ASSOCIATION, a Nevada non-profit corporation,

Real Party in Interest.

Case No. 58533

Clark County District Court
Case No. A542616

APPENDIX TO ANSWER TO PETITION FOR WRIT OF MANDAMUS, VOL. I

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DISTRICT COURT

CLARK COUNTY, NEVADA

HIGH NOON AT ARLINGTON RANCH HOMEOWNERS ASSOCIATION, a Nevada non-profit corporation, for itself and for all others similarly situated, Plaintiffs v. D.R. HORTON, INC. a Delaware Corporation DOE INDIVIDUALS, 1-100, ROE BUSINESSES or GOVERNMENTAL ENTITIES 1-100 inclusive Defendants.	Case No. 07A542616 Dept. XXII **PLAINTIFF'S MOTION FOR DECLARATORY RELIEF RE: STANDING PURSUANT TO ASSIGNMENT AND PURSUANT TO NRS 116.3102(1)(d)** **Date:** **Time:** **Dept:**

COMES NOW Plaintiff, HIGH NOON AT ARLINGTON RANCH HOMEOWNERS ASSOCIATION ("ASSOCIATION") by and through its attorneys, ANGIUS & TERRY LLP, and respectfully submits PLAINTIFF'S MOTION FOR DECLARATORY RELIEF RE: STANDING PURSUANT TO ASSIGNMENT AND PURSUANT TO NRS 116.3102(1)(d). Association moves the Court for a determination of its standing to assert a claim for

constructional defects which exist in the residential buildings of the townhome development. By this motion, Association seeks a declaration of the Court that:

(1) With regard to **units** for which Association has procured an **assignment** of rights from the unit owners, Association has standing to assert **all** constructional defect claims;

(2) In all **buildings** which contain a unit for which Association has procured an **assignment** of rights from the unit owner, Association has standing to assert all constructional defect claims which **affect common property** and therefore the assigned unit owner. In this case, Association has standing to assert construction defect claims in the building envelope, building structural systems and building fire resistive systems,; and

(3) In all **buildings**, Association has standing pursuant to **NRS 116.3102(1)(d)** to assert all constructional defect claims which **affect common property**. In this case, Association has standing to assert construction defect claims in the building envelope, building structural systems and building fire resistive systems.

This Motion is made and based upon the attached Memorandum of Points and Authorities, together with all papers and pleadings on file herein, which are hereby

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incorporated by this reference, as well as any oral arguments that may be heard at the time of the hearing of this matter.

Dated: September 30, 2010

ANGIUS & TERRY LLP

By: _____

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Attorneys for Plaintiff

NOTICE OF MOTION

TO: All Interested Parties and,

TO: Their Respective Attorneys of Record

PLEASE TAKE NOTICE that PLAINTIFF'S MOTION FOR DECLARATORY RELIEF RE: STANDING PURSUANT TO ASSIGNMENT AND PURUSANT TO NRS 116.3102(1)(d) will be heard in Department XXII of the above entitled Court on the ____ day of ____ at ____a.m./p.m. or soon thereafter as counsel may be heard.

Dated: September 30, 2010

ANGIUS & TERRY LLP

By: _____

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

The Nevada Supreme Court has remanded this matter back to the District Court, pursuant to its holding in *D.R. Horton, Inc. v. Eighth Judicial District Court (First Light HOA)*, 215 P.3d 697, 699 (Nev., 2009) (hereafter "*First Light II*"), for a determination of plaintiff High Noon at Arlington Ranch Homeowners Association's (hereafter "ASSOCIATION") standing to assert a claim for constructional defects which exist in the residential buildings of the townhome development.

There are different types of defects involved, and the ASSOCIATION'S claim for standing is not the same for each of them. For clarity in this brief, ASSOCIATION has grouped the defects into four classifications:

1) The Building Envelope—The building envelope encompasses the exterior of the building, the roof, the stucco, the balconies and decks, the exterior doors and the windows. Defects in these components affect every unit owner in the building.

2) Structural and Fire Resistive Systems—The structural and fire resistive systems are conceptually grouped together because, although they are located in the interior of the buildings, they are not located in the interior of the units and by their nature they affect every unit in the building.

3) Electrical and Plumbing defects which endanger the life and safety of the buildings inhabitants—ASSOCIATION can envision defects with the electrical and plumbing systems that so severely endanger the life and safety of the inhabitants of the entire building, that they would by their very nature affect more than two unit owners, and would concern the common interest community. However, at this time, ASSOCIATION is not asserting standing with

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regard to electrical or plumbing issues in units for which Association does not hold an assignment.

4) Defects In The Interior Of The Units—These are defects that exist within the interior of the units, and only affect the individual unit owner. ASSOCIATION is only asserting standing for these claims in the units for which ASSOCIATION has assignments.

High Noon at Arlington Ranch is a townhome development of 342 units in 114 buildings. To date, ASSOCIATION has obtained the assignments of 194 of the homeowners, with assigned units located in 107 of the buildings. By virtue of those assignments, and without reliance on Chapter 116, the ASSOCIATION has assigned standing to pursue all constructional defect claims arising from the assigned units. Moreover, since the assigned homeowners have a shared maintenance obligation and rely on the integrity of the common property, ASSOCIATION derives from the assignments standing to pursue claims for defects in the building envelope, structural and fire resistive systems of those buildings.

With regard to the other buildings in the development, ASSOCIATION has standing pursuant to NRS 116.3102(1)(d) to assert claims on behalf of its members with regard to matters that affect the common interest community. With regard to these buildings, and for all of the units to which ASSOCIATION does not have an assignment, ASSOCIATION is only asserting claims for defects that affect the entirety of the buildings, and therefore by their nature affect two or more owners, and concern the common interest community. This includes defects in the building envelope, structural elements, and fire resistive elements.

By this motion, Association seeks a declaration of the Court that:

(1) Association has standing to assert all constructional defect claims in units for which Association has procured an assignment of rights from the unit owners;

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(2) Association has standing to assert constructional defect claims in the building envelope, building structural systems, and building fire resistive systems, in all buildings which contain a unit for which Association has procured an assignment of rights from the unit owner; and

(3) Association has standing to assert constructional defect claims in the building envelope, building structural systems, and building fire resistive systems in all buildings pursuant to NRS 116.3102(1)(d).

II. STATEMENT OF FACTS

A. GENERAL FACTS

This matter concerns a planned townhome development[1] known as High Noon at Arlington Ranch (hereafter "HIGH NOON"). Plaintiff HIGH NOON AT ARLINGTON RANCH HOMEOWNERS ASSOCIATION ("ASSOCIATION") is a non-profit elected governing body of the HIGH NOON development.

HIGH NOON is comprised of 114 buildings with three units per building, for a total of 342 units. The development construction type is wood framed walls, with concrete tile roofing, and a one-coat stucco system. HIGH NOON was developed, constructed and sold by D.R. HORTON in or about 2005.

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[1] ASSOCIATION refers to the development as a "townhome development." However, with the stacked configuration of the multiple residences within the buildings, one would expect the units at High Noon at Arlington to be condominiums. They are not classic "condominiums" because D.R. Horton drafted the CC&Rs in such a way as to virtually strip the Association of all of the maintenance and ownership responsibilities over the common areas of the buildings that a condominium association would normally have. Where a condominium association would have maintenance responsibilities over, for example, the building envelope—here D.R. Horton has assigned that responsibility to the unit owners. This was done solely in an effort to strip the ASSOCIATION of standing to pursue such issues should constructional defects arise.

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B. INSPECTION AND TESTING

ASSOCIATION, through its retained experts, has conducted extensive testing and investigation of the buildings. The building envelopes and firewall systems were inspected by RH Adcock & Associates. The CV of the architectural expert is attached hereto as Exhibit 1. Their report is attached hereto as Exhibit 2.

The structural elements were inspected by Marcon Forensics, Inc. The CV of the structural engineer is attached hereto as Exhibit 3. Their report and matrix of locations is attached here as Exhibit 4.

1. Building Envelope

a. Roofs

To date, ASSOCIATION's architectural expert, R.H. Adcock and Associates, has visually and destructively inspected 51 of the 114 building roofs. Defects in tile and roof component installation were identified at 100% of the roofs inspected. See Adcock Report, Exhibit 2, pp. 8-62. While the exact configuration of defects varied somewhat from roof to roof, the same pattern of defective conditions was observed throughout the development. Each of the roofs is defective, and the repair recommendation for each of the roofs is the same. *Ibid.*

b. Decks and Balconies

To date, R.H. Adcock has visually inspected 52 private balconies, and destructively tested seven. The defects found at the privacy balconies were uniform—the same defects were identified at 100% of the decks inspected. See Adcock Report, Exhibit 2, pp. 63-73. Those defects include use of inappropriate sheet metal nails, incomplete and inadequate sheet metal flashing laps; lack of sealant at same; and inadequate sloping of the deck surfaces. *Ibid.* The repair recommendation for each balcony is the same. *Ibid.*

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c. One Coat Stucco System

To date, R.H. Adcock has visually inspected 65 of the 114 building exteriors. The same defects were observed at 100% of the buildings inspected. These defects include excessive cracking; penetrations not sealed; missing backing at horizontal surfaces; improper sheathing at such surfaces; defects in the waterproof membrane at horizontal surfaces; and foam plant-ons notched to accommodate shutters. While the exact configuration of defects varied somewhat from building to building, the same pattern of defective conditions was observed throughout the development. The repair recommendation for each of the buildings is the same. See Adcock Report, Exhibit 2, pp. 74-85.

d. Doors

To date, R.H. Adcock has visually inspected 57 sliding glass doors, and invasively tested 11 of them.[2] They visually inspected 32 main entry doors, and destructively tested nine. They visually inspected 28 French doors, and destructively tested five. Again, R.H. Adcock found defects at each of the doors inspected, including water intrusion at the doors, defects in the door frame sealing and at head flashing. While the exact configuration of defects varied somewhat from door to door, the same pattern of defective conditions was observed throughout the development. See Adcock Report, pp. 86-96. The repair recommendation is the same for each of the defective doors. *Ibid.*

e. Windows

To date, R.H. Adcock has visually inspected 719 weather exposed windows at 91 units, and invasively tested 25 windows. Every window inspected was found defective. The main defects identified include: Leaking window during spray tests, EPS not sealed at frame,

[2] Sliding glass doors only exist in unit types 102 and 103. French Doors exist in unit types 101 and at some unit types 102 and 103.

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missing or incomplete sealant behind nail fin, flashing improperly installed, shear panels at windows short of window fin, improper penetrations through nail fin, and alarm contacts drilled at sill of windows. See Adcock Report, Exhibit 2, pp. 134-160. While the exact configuration of defects varied somewhat from window to window, the same pattern of defective conditions was observed throughout the development. The repair recommendation is the same for each window. *Ibid.*

2. Fire Resistive Construction

To date, R.H. Adcock has destructively tested 13 firewalls. Defects were found in both the unit to unit fire separation walls, and the garage to unit fire separation walls. Defects in the firewalls were identified at 100% of the locations inspected. Some firewalls were actually missing. See Adcock Report, Exhibit 2, pp. 107-121.

3. Structural

To date, the Association's structural expert, Marcon Forensics, has inspected the structural systems at numerous locations within the buildings, and discovered serious structural deficiencies at each of the locations inspected. For example, they identified insufficient nailing at the shear wall, insufficient width of shear wall, nailing at foundation holdown strap missing, floor to floor holdown strap and sill nailing misses rim joist at exterior walls. See Marcon Forensics Report and Matrix, attached as Exhibit 4. Each of the locations inspected revealed structural insufficiencies and defects.

C. ASSIGNMENTS

To date, ASSOCIATION is the assignee pursuant to executed Assignment of Claims, of the claims of 194 unit owners (out of a total of the 342 units.) The assignments are attached hereto as Exhibit 5. A spreadsheet of assigned units is attached hereto as Exhibit 6.

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The assigned units are located in 107 of the 114 buildings. A map of the buildings containing assigned units is attached as Exhibit 7.

D. PROCEDURAL HISTORY

On June 7, 2007, ASSOCIATION filed a Complaint against D.R. HORTON alleging constructional defects in the common areas and in the residential buildings. At the same time, ASSOCIATION sought, and this Court issued, a stay of the action pending completion of the Chapter 40 pre-litigation process. That stay remains in effect.

Despite the stay, D.R. HORTON brought a motion for partial summary judgment, based upon the argument that the ASSOCIATION lacked standing to pursue claims with regard to the buildings which are owned and maintained by the homeowners. On July 9, 2008, the Court entered an order granting D.R. HORTON's Motion for Partial Summary Judgment, stating that the ASSOCIATION is precluded from pursuing claims related to the individual units. On November 20, 2008, ASSOCIAITON filed a Petition for Writ of Prohibition or Mandamus in the Nevada Supreme Court.

On September 3, 2009, the Nevada Supreme Court issued an Order Granting Petition, stating that in accordance with the analysis set forth in the companion case *First Light II*, the District Court was to review the claims asserted by the ASSOCIATION to determine, based upon the guidelines set forth in that opinion, whether ASSOCIATION may file suit in a representative capacity for constructional defects affecting the individual units. On September 29, 2009, the Nevada Supreme Court filed a Notice in Lieu of Remittitur, stating that since no petition for rehearing has been filed, notice is hereby given that the Order and decision entered on September 3, 2009, has become effective.

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III. ARGUMENT

A. ASSOCIATION HAS STANDING TO PURSUE CLAIMS IN BUILDINGS WITH UNITS THAT HAVE BEEN ASSIGNED TO THE ASSOCIATION

1. Association Has Assignments From 194 Of The Homeowners, And Has Standing Pursuant To The Assignments To Pursue All Claims Relating To Those Assigned Units

To date, the Association has received the assignments of claims from 194 of the homeowners in High Noon. The assignments state:

> HOMEOWNER hereby assigns to THE ASSOCIATION all of the claims and causes of action that HOMEOWNER possesses against D.R. Horton, Inc., and any and all of the designers, contractors, subcontractors and material suppliers that participated in any way in the design, construction or supply of materials for construction of the townhome project and/or HOMEOWNER'S unit, for defective construction. Such assigned claims and causes of action expressly include, but are not limited to, all claims and causes of action that arise out of (1) The contract for sale of the subject property from D.R. Horton, Inc., (2) Any express or implied warranties; (3) Any and all common law claims, including but not limited to claims in negligence, fraud and equitable claims; (4) Any and all claims relating to or arising out of NRS Chapter 40, et seq.; and (5) Any and all claims relating to or arising out of Chapter 116, et seq.

The Assignments are attached as Exhibit 5.

By virtue of the assignments, the Association "steps into the shoes" of the assignor homeowners, and is able to pursue any claim that the homeowner would have been able to pursue. *In re Silver State Helicopters, LLC*, 403 B.R. 849, 864 -865 (Bkrtcy.D.Nev., 2009).

> "The assignability of rights generally depends on local law. *See, e.g. Dunning v. Mintz*, 367 F.2d 304, 308 (9th Cir.1966). Like any other valid agreements, assignments are enforceable under Nevada law. *See, e.g. Wood v. Chicago Title Agency of Las Vegas, Inc.*, 109 Nev. 70, 847 P.2d 738 (Nev.1993). An assignment of a right is a manifestation of the assignor's intention to transfer it by virtue of which the assignor's right to performance by the obligor is extinguished in whole or in part and the assignee acquires a right to such performance. *See* Restatement (Second) of Contracts, § 317 (1981). An assignee

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> typically "steps into the shoes" of an assignor. *See In re Boyajian*, 367 B.R. 138, 145 (9th Cir. BAP 2007)."

In re Silver State Helicopters, LLC 403 B.R. 849, 864 -865 (Bkrtcy.D.Nev., 2009).

The validity of assignments under Nevada law, was recently reconfirmed in *Easton Bus. Opp. v. Town Executive Suites* 230 P.3d 827, 830 (Nev., 2010) wherein the Court stated:

> "Based on the agreement as written and the facts the district court found to be undisputed, we conclude that the commission was assignable and that Century 21 validly assigned it to Easton. From this it follows that, as Century 21's assignee, Easton has real party in interest status under NRCP 17(a)."

ASSOCIATION has procured the assignment of all of the claims that 194 unit owners have against D.R. HORTON and its subcontractors. ASSOCIATION therefore, by virtue of those assignments, is the real party in interest under NRCP 17(a) to assert those claims. As the Court noted in *Deal v. 999 Lakeshore Association*, 94 Nev. 301 (1978), the owners of condominium units are real parties in interest to pursue actions for constructional defect claims, in that they bear the costs of replacement or repair of those defects. Id. at 304. That homeowner standing has been assigned to ASSOCIATION. ASSOCIATION therefore has standing as a result of these assignments, completely apart from, and without reference to either NRS 116.3102(1)(d) or the *First Light II* decision.

2. Association Has Standing To Assert Claims For Issues In The Building That Affect Its Assignors' Units

To date, 107 buildings at High Noon (out of the 114 buildings in the development) contain units for which the claims have been assigned by the homeowner to ASSOCIATION. By virtue of the assignments, ASSOCIATION has standing to pursue all of the claims arising from the "building wide" components in those 107 buildings. That is to say, that pursuant to the assignment of one homeowner in the building, the ASSOCIATION has standing to pursue claims arising in the building envelope, the structural system and the fire resistive system in that building. This is so because defects in those "building wide" components impact the

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rights of the assigning homeowners. The assigning homeowners are damaged by those defects, and have standing to redress those defects which affect their units. Those rights have been assigned to ASSOCIATION by virtue of the assignments.

It is an elemental principal of law that a problem caused on one person's property which adversely affects a second person's property, gives rise of a claim by the second person to redress the problem. For example, if a negligently started fire in Mr. Smith's home spreads and proximately causes damage to Mr. Jones' home; Mr. Jones would have redress against the negligent actor for the fire damage caused. This is the basic legal principle of proximate causation. See e.g., *Bower v. Harrah's Laughlin, Inc.* 215 P.3d 709, 724 (Nev. 2009) (A negligence claim will stand if the negligence was both foreseeable and the actual cause of plaintiff's harm).

Negligent construction within the portion of a common component owned by one homeowner (whether it is in the building envelope, firewalls, or structural elements) will both foreseeably and necessarily adversely affect the rights of each homeowner in that building. Each of the homeowners in that building are damaged, and each homeowner in the building is the real party in interest to make a claim for that defect. Each homeowner therefore has standing to redress constructional defects throughout his or her building which affect the entire building. Thus where a homeowner assigned his or her claims to ASSOCIATION, ASSOCIATION is the real party in interest, and has standing to assert claims for such defects throughout the entire building.

In *Lyon v. Walker Boudwin Const. Co.*, 88 Nev. 646, 649 (1972), the Nevada Supreme Court recognized that a contractor is liable to a neighboring property owner if his negligence in working on one property damages the neighbor. In *Lyon*, *supra*, an excavator working on one property negligently removed lateral support from a neighboring property causing

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damage to that property. The court found the contractor liable in negligence to the neighbor. *Id.* Similarly, if there is a defect in one unit owners "portion" of the sheer wall or the roof, that defect will affect and damage the other unit owners in the building, and those unit owners have a claim against the developer for those defects. Thus the ASSOCIATION, having all of the assigned rights of the assigning unit owner, has standing to pursue those claims.

This result is also supported by the language in the Association's CC&Rs. In its attempt to avoid liability, D.R. Horton divested the ASSOCIATION of the ownership and maintenance responsibilities that a condominium association would normally have for the common property. D.R. Horton drafted the CC&Rs so that the unit owners own and maintain the building's common area components. However, recognizing that, in reality, owners may be unable or unwilling to perform the required maintenance or repairs on their "portion" of the common area components, the CC&Rs give express authority to the Association to perform those repairs. See CC&Rs, ¶ 9.3, attached as Exhibit 9 ["In addition, the Board shall have the right . . . to enter upon such Unit and/or Exclusive Use Area to make such repairs or to perform such maintenance . . ."]. See also, CC&Rs, ¶ 9.6 [". . . the Board shall have the right . . . to correct such condition, and to enter upon such Owner's Unit, [sic] for the purpose of so doing . . ."] Moreover, each owner has an express obligation to report items in the "Triplex Building" that require repair to the Board. CC&Rs, ¶ 9.5. Finally, with respect to "wood destroying pests and organisms" such as mold, the Association has authority to adopt and implement a "pest control program" and the cost of repairing both the Common Elements and individual units "shall be a common expense." CC&Rs, ¶ 9.8. Thus, while maintaining the artifice of individual owner responsibility, the CC&Rs implicitly recognize that the common area components affect every owner in the building and thus every owner has the legal standing to bring a claim for defects.

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