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

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

Violations of Codes and Standards:

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

Resultant Damage:

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

Repair Recommendation:

This repair covered in 16.03 repair recommendation.

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

FOR MEDIATION PURPOSES ONLY. N.R.S. 48.109 and N.R.S.46.680

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

Addresser	3	Windows	3	Addresses Inspected:	5
	Observed De	Sective at:		Addresse	Irrigated:
		Traveling Breeze 8785 Unit 101	1		Traveling Breeze 8765 Unit 101.
		Tem Noon 8828 Unit 101	l	Thuridisk Sky 9480 Unit 101	Tom Noon 8828 Unit 101
		Tom Noon 8638 Unit 101	1	Horizon Wind 8650 Unit 101	Tom Noon 8638 Unit 101
Address:	Winiws	Aukiness:	Wextes	Arkiresc	Address:

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

	(Žezry)	d Defective at:		Addre	sses losperted:
Addings	Windows	Adres	Winks	Adires	Address
Horizon Wind 8639 Unit 102	1	Tom Noon 8618 Unit 102	I	Horizon Wind 8639 Unit 102	Tom Noon 8618 Unit 102
				Honzon Wind 8880 Unit 102	Tom Noon 6758 Unit 102
				Horizon Ward 8748 Unit 102	Traveling Breeze 8555 Unit 102
Horizon Wind 8799 Unit 102	1			Proteon Wind 6799 Urti 102	Traveling Bresze 8674 Unit 102
		Traveling Breeze 8594 Unit 102	1	Thursder Sky 9440 Unit 102	Traveling Breeze 8694 Unit 102
		Traveling Breeze 8764 Unit 102	į	Horizon Wind 8810 Unt 102	Traveling Breeze 8764 Unit 102
0	acrusi Dei	જેવાંજ છો:		Asidreses	insperied:
Addresses:	5	Weekses:	5	Address Imperiat	12
Percentage Defective:	42%	of units or areas inspected .			

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

	Cixery	rd Defective at:		Addre	ses înșarint
Ackires:	entari l	Address	Windes	Address	Address
				Haizon Wind 8649 Unit 109	Tom Noon 8679 Unit 103
~~ ~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	:	Traveling Breeze 8775 Unit 103	1	Horzon Wind 8650 Unit 103	Traveling Breeze 8775 Unit 103
Horizon Wind 9670 Unit 108	l l	200000000000000000000000000000000000000		Horizon Wind 8670 Unit 103	
Horizon Wind 8730 Unit 103	1			Horizon Wind 8730 Unit 103	And the first of t
Horizon Wind 8740 Unit 103	1			Horizon Wind 8740 Unit 103	
	**********			Honzon Wind 8789 Unit 103	
0	extent Ix	oxivest:		Addresses	Inspecies
Addresses	4	White weet	4	Addreses imperiod:	8
Ferrantige Defective:	50%	of writs or areas inspected			

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

12 of 25 tested=48 %

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

FOR MEDIATION PURPOSES ONLY. N.R.S. 48,109 and N.R.S.46,680

Violations of Codes and Standards:

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

Resultant Damage:

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

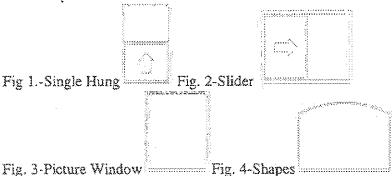
Repair Recommendation:

This repair covered in 16.03 repair recommendation.

Preliminary Defect List & Repair Recommendations January 7, 2008

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

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



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

Plan/Unit Type 101 has:

1-Stacked Slider/Shape Window in living room

Plan/Unit Type 103 has:

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

R.H. Adcock inspected 9 stacked window configurations.

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

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

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

deremore Defective:	75%	of units or areas inspected			l
Aidreses	3	Wirakows	3	debayari assaridak	4
	Aserved De	fective at:		Addresses	luspated:
		Traveling Breeze 8765 Unit 101	1		Traveling Breeze 8785 Unit 101
		The statement advantage contribution to contribution to the state of t	***************************************		Tom: Noon 8828 Unit 107
Horizon Wilno 8650 Unit 101]	Tom Noon 8638 Unit 101	1	Horizon Whick \$50 Unit 101	Tom Akken 8636 Unit 101
Address:	Wheles	Adetress:	Winders	Address	Address
	Obestu	ed Defective at:		Addre	ses inspected:

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

	Observa	d Defeative at:		Adding	sas Inspected:
Ackirese	Wixtus	Address	Wixins	Arkires:	Address:
Horizon Wind 8660 Unit 103	1	Traveling Breeze 8775 Unit 103.	1	Horizon Wind 8650 Unit 103	Tom Noon 8679 Unit 103
Horizon Wind 8670 Unit 103]			Horizon Wind 8670 Unit 103	Traveling Breeze 8775 Unit 103
Honzon Wind 8730 Unit 103	I	**************************************		Horizon Wind 8730 Unit 103	
0	bserved Def	ective at:		Addresses	irspected:
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%

Preliminary Defect List & Repair Recommendations January 7, 2008 16.0 WINDOWS FOR MEDIATION PURPOSES ONLY. N.R.S. 48,109 and N.R.S. 46,680

Violations of Codes and Standards:

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

Repair Recommendation:

This repair covered in 16.03 repair recommendation.

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.

Preliminary Defect List & Repair Recommendations January 7, 2008

16.0 WINDOWS

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

Observed Defective at:				Addresses Inspected:			
Address	Win	Address:	William	Address:	Wilm	Address:	w
			Ţ	Horizon Wind 8650 Unit 101	3	Tom Noon 8658 Unit 101	3
	<u> </u>	Tom Pixxxx 5717 Unit 101	13	Harizan: Wind 8669 Unit 101	3	Tourn Noon 8717 Unit 101	3
· ·	-	Tom Paxon \$718 Unit 101	13	Harizan Wind 8729 Unit 101	3	Tom Noon 8718 Unit 101	3
	, , , , , , , , , , , , , , , , , , ,	2. M. M. C.		Harizon Word \$730 Unit 101	3	Tom Moon 8788 Unit 101	3
***************************************			É	Horizon Wind \$749 Unit 101	3	Tom Moon 8818 Unit 101	3
				Horizon Wind 8750 Unit 101	3	Tom Moon 8828 Unit 101	3
		Traveling Breeze \$644 Unit 101	2	Florizon Wind 8760 Unit 101	3	Traveling Breeze 8644 Unit 101	3
				Horizon Wind 8789 Unit 101	3	Traveling Breeze 8694 Unit 101	3
			T	Horizon Wind 8799 Unit 101	3	Traveling Brosze 8695 Unit 101	3
			1	Herizon Wind 8800 Unit 101	3	Traveling Brosze 8725 Unit 101	3
****			1	Thunder Sky 9440 Unit 101	3	Traveling Brosse 8755 Unit 101	3
A STATE OF THE PROPERTY OF THE		<u> </u>		Thurster Sky 9480 Unit 101	3	Traveling Fareure 6765 Unit 101	3
		м Ададийн хүй холдох холороод у разунхаа хурахаа хура холоон хүй холоон холоон хүй холоон холоон холоон холоон Э		Thankier Sky 9490 Unit 101	3	Traveling Breeze 5765 Unit 101	3
			Ì	Tom Noon 8638 Unit 101	3	Traveling Brown 5805 Unit 101	3
Observed Defective at:				Addresses Loopesteric		, , , , , , , , , , , , , , , , , , ,	
Addresses	3	Windows:	- 8	Address: Imperior	28	Windows Inspected:	84
centrific Describe:	10%	observed differtive					- S. S.

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

Observal Defective at:				Addresses Inspected:			
Arkinese	Wdw	· Address;	Wils	Address	Wdw	Address	Wan
Herizon Wind 8639 Unit 102	I	Torn 14con 8618 Unit 102	2	Horizon Wind 8639 Unit 102	4	Tom Noon 8618 Unit 102	2
		Torn Noon 8637 Unit 102	1	Harizan Winel 8660 Unit 102	4	Tom Nickan \$637 Unit 102	4
		Tiem Noon \$547 Unit 102	4	Harizan Wind 8679 Unit 102	4	Tom Noon 8647 Unit 102	4
		Town Noon 8668 Unit 102	2	Horizon Wind 8729 Unit 102	4	Torn Noon 8668 Unit 102	12
			T	Hiorizon Wind 8740 Unit 102	4	Team Noon 8679 Unit 102	4
	990000000	Tom Noon 8689 Unit 102	4	Pierizen Wind 8749 Unit 102	4	Tem Noon 8589 Unit 102	4
	design with the service			Horizon Wast \$750 Unit 102	4	Tom Noon 8718 Unit 102	2
AANAHININ AAANAANAANAANAANAANAANAANAANAANAANAANA				Hanizan Wind 8759 Unit 1812	4	Tom Nicen 8758 Unit 102	2
	-		1	Hanisson Wind 8760 Unit 102	4	Tom Noon 8768 Linit 102	7 2
			0000000000	Herizon Ward 8780 Unit 102	2	Trom Noon 8828 Unit 102	2
		Traveling Breeze 8654 Unit 102	4	Hanisam Wind 8789 Unit 102	2	Traveling Berrat: 8654 Unit 102	4
***************************************			HEADUNAMANA	Harizon Wind 8799 Unit 102	4	Traveling Brocze 8665 Unit 102	72
**************************************		Traveling Breeze \$574 Unit 102	4	Harizan Wind 8810 Unit 102	4	Traveling Breeze 8674 Unit 102	4
<u> </u>	-	**************************************		Horizon Wind 8820 Unit 102	4	Traveling Press: \$694 Unit 102	4
Phily Michigan Control			1	Thumsker Sky 9440 Ubit 142	2	Traveling Breeze 8764 Unit 102	4
Thursday Sky 9470 Unit 102	2		1	Thumber Sky 9470 Unit 102	2	Traveling Sease 8825 Unit 102	1 2
Observed Defective set:				Adirese Impated			
Address:	Ç.	Waxines	24	Addresses Inspected:	32	Windows lasperted:	104
Percentage Defective:	23%	જોક્સ જરતે લેલેલ્સો જ	•				10050-1000

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

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

Cherved Teferitive at:				Addresses Inspecied:			00001000100
Addrese	14664°	Address	Willy	Ailtes	7X69/8	Address	8884
				Hanizon Wind 8639 Unit 103	ſ	Transfer Sky 9460 Unit 103	7
Herizer: Word 8640 Unit 103	1			Hiorizon Wind \$640 Unit 103	1	Thunder Sky 9470 Unit 103	1
		Torn Noon 8618 Unit 103	1	Hiorizon Wind \$649 Unit 103	1	Teen Noon 8618 Unit 109	1
		Tom Noon 8637 Unit 163	T	Florizon Wind \$650 Unit 103	1	Tora Noon 8637 Unit 103	1
		Tom Noon 8679 Unit 103	1	Plocizon Wind 8670 Unit 103		Tom Noon 8679 Unit 103	1
**************************************		**************************************]	Horizon Wind 8680 Unit 103	1	Tom Noon 8698 Unit 103	1
		Tonn:Noon 8706 Unit 103	1	Horizon Wind 8729 Unit 109	1	Tom Noon 8708 Unit 103	1
		Toen Noon 8718 Unit 103	1	Harizan Wind K7X) Unit 103	1 1	Tom?&xxx \$718 Unit 103	7
			1	Harisan Wind 8740 Linit 103		Tom:Noon \$757 Unit 103	
		3,000,000,000	-	Fication Wand 8750 Unit 103	7	Total Noon 8757 Unit: 100	1 1
, , , , , , , , , , , , , , , , , , ,		Traveling Brown 8645 Unit 103	1	Haxizon Wind 6759 Unit 103		Traveling Breeze 8645 Unit 103	
			1	Hanisam Wind \$779 Unit 103	1	Traveling Breeze \$694 Unit 103	-
			NAME OF TAXABLE PARTY.	Harizon Wood 8789 Unit 103	1	Traveling Breeze 5744 Unit 103	1
		Thaveling Breeze 8775 Unic 103	1	Herizer Wind SS10 Chic 103	1	Traveling Breeze 8775 Unit 103	
***************************************				Thursday Sky 9440 Unit 103	1	Traveling Breeze SC24 Unit 103	1
THE PARTY OF THE P			1	Thursday Sky 9450 Unit 103	1		***************************************
Charvallatative at				Adireses Imperior			~~~~
Addresses	8	Windows	8	Address Impeted:	317	Trinsper Inspecial:	33
Pravradugu Delexitye:	26%	obszred oblodie					

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

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

Exhibit 3



FELIX M. MARTIN, S.E.

Mr. Martin is a graduate of California State University, Long Beach, with a Bachelor of Science in Engineering received in 1977 and a Master of Science in Civil Engineering received in 1984. He was elected to join Chi Epsilon, the national civil engineering honor society, and Tau Beta Pi, the national engineering honor society.

Upon graduation in 1977, Mr. Martin chose a career in structural design, starting at Bechtel Power Corporation, where he worked in the design of pipe support systems for nuclear power plants.

In 1979, Mr. Martin joined Correia Consulting and Design in Orange, California. A small structural design firm, CCD provided the opportunity to learn the consulting business and allowed Mr. Martin to create a varied and solid design base on which to build his profession. During his tenure there, Mr. Martin was involved in the design of tract housing, condominiums, custom housing and small office buildings.

In search of broader opportunities, in 1980 Mr. Martin joined Robert Lawson, Structural Engineers in Newport Beach, California, where he rose to Project Engineer. At RLSE, Mr. Martin was in charge of design of small to medium size office buildings, retail centers, plus high density and custom residential units.

In 1984, Mr. Martin accepted a position with Culp & Tanner Engineers of El Toro, California. At C & T, Mr. Martin was Project Engineer for steel office buildings of up to ten stories, concrete tilt-up warehousing and R & D office centers, retail centers and small wood or masonry office buildings.

In 1986, Mr. Martin formed Martin Structural Design, Inc. in Laguna Beach, California, where he directed the structural design of single and multi-family residences, steel office buildings, concrete tilt-up and masonry warehousing and office buildings, retail centers, parking facilities, parochial schools and churches. In addition, he provided evaluation reports, building forensic studies and construction litigation support. In 1996, MSDI was reorganized as Marcon Forensics.

As a member of the Post-Tensioning Institute's Concrete Slab-On-Grade Committee, Mr. Martin helped write the section dealing with concrete resistance to chemical attack in the Third Edition of the PTI's Design and Construction of Post-Tensioned Slabs-on-Ground. In addition, Mr. Martin has written reports for storm, fire and earthquake damage for residences (single-family and multi-unit), concrete and steel office buildings, retail centers and warehouses. He has been published in Structure Magazine, as well as in the From Experience newsletter of the Structural Engineers of Southern California, and presented a paper at the 2005 Convention of the Structural Engineers of California.

Mr. Martin has been retained as an Expert in Florida, Arizona, California, Colorado and Nevada. He has trial experience in Nevada and California and has been deposed as an expert numerous times. Mr. Martin is a member of the American Society of Civil Engineers, the Post-Tensioning Institute, the American Plywood Association and the Structural Engineers Association of California and is a licensed Professional Engineer in the states of Arizona, California, Colorado, Florida, Nevada, New Mexico and Washington.



Exhibit 4



LAS VEGAS, NEVADA

STRUCTURAL DEFECTS REPORT

Created For:

Quon, Bruce, Christensen 2330 Paseo Del Prado, Suite C-101 Las Vegas, Nevada 89102

October 31, 2007

Marcon Forensics Project Number: 07011



I. GENERAL

A. Description of the Property

The subject property is part of a residential development in the city of Las Vegas, Nevada. The development is located South of SR 215, on the South-West corner of te intersection of Durango Drive and Blue Diamond Road (SR160).

The homes in the development are two-story, wood-framed structures on post-tensioned concrete slab foundations. Exteriors are finished with stucco plaster. Roofs are pitched with concrete tiles. Roof and floor framing consists of gang-nailed trusses.

The project was developed by D.R. Horton. There are two building types, with exactly the same unit layout, but with some small architectural exterior differences. The two building types are structurally exactly the same. Each building has one each of three plan types, Plan 101, Plan 102 and Plan 103. Plans 102 and 103 are two-story plans, at the rear of the building, with a common longitudinal partywall. Plan 101 is single-story, at the front of the building, on the second floor above the garages.

Architectural plans were by Larry Tindall, Residential Designer, of Las Vegas, Nevada. No structural design firm is identified on the plans, but the structural portions (roof and floor framing plans, foundation plan and detail sheets) are stamped and signed by Guangxi David Liu (Nevada Civil No. 13325), as well as by Larry Tindall, Residential Designer (No. 52-F). Structural calculations as of the date of this report were not made available to our. The plans do not have a City of Las Vegas' Building and Safety Department stamp, but they are stamped "REVIEWED BY CONSULTANT FOR CODE COMPLIANCE" from Esgil Corporation, dated September 18, 2003. The plans identify the 2000 International Building Code as the governing code.

B. Scope of Investigations

At the request of the law firm of Quon Bruce Christensen (the Client), on behalf of the Arlington ranch homeowners, Marcon Forensics was asked to investigate the structural design and construction of the homes in the development.

The investigation to date includes visual inspections of the homes and destructive testing to expose structural elements.

II. INTRUSIVE INVESTIGATIONS.

A. Visual Investigations

Visual inspections of the homes were performed by our firm during July 17-19, 2007, 2006. Destructive testing took place August 27-September 13, 2007.

B. Findings.

As the result of our investigations, a number of conditions were observed which did not meet the minimum requirements of the 2000 International Building Code, manufacturers' specifications or the information as presented on the structural plans. These are presented in the Structural Defects Matrix.

III. LIMITATIONS.

The professional services have been performed, findings obtained and comments prepared in accordance with generally accepted engineering practices. The opinions presented are based on a valid and reliable representative sample of the components of the residences and appurtenances. Given the repetitive nature of tract-housing construction, similarly situated components, residences and appurtenances may have such common constructional defects. The author does not undertake to guarantee the design, construction, overall structural integrity or the underlying geotechnical conditions of any component on the property. This report does not guarantee all existing deficiencies have been identified and reported, but instead it is intended to present our conclusions and opinions based on conditions actually observed and analyzed within the scope of work defined by our Client. The Client agrees to indemnify and defend Marcon Forensics and its employees against any claims or causes for action stemming from issues discussed in this report.

This limitation is in lieu of and supercedes all other warranties of the author and Marcon Forensics whether expressed or implied.





Felix Martin, S.E.

Marcon Job No. 07011 October 31, 2007

APPENDIX

MARCON TONINSOCO

ARECTOR DEFECTS MATRIX



DEFECT	1.0233	S.S	PHOTO NUMBERS
# HG00		TYPE	
1.22 OSB	.22 OSB SHEARWALL NAILING		
-			
1,221	Insufficient or inadequate nailing of SW.	SW10	SW10 F9398-27, R5460-62, R5477-87, E753-63 & 781-95, E1330-40,
			E1692-39, E2709-15 & 2725-35, E3755-58, E4506-12
		SW11	E4511-19
		SW12	F9275-81, F9629-33 & 9641-45, F9673-84, F9745-63, R5345-49,
			R5362-64, R5383-85, R5447-50, E369-494, E519-60,
			E843-52 & 878-03, E1000-08, E1036-79, E1121-29, E1215-90,
-			E1384-09, E1446-59, E1578-36, E1766-73, E1901-11 & 1937-44,
00000			E2506-17 & 2530-45, E2820-32, E2686-93, E3897-32, E4087-26
	THE RESERVE THE PROPERTY OF TH	SW13	SW13[F9042-54, F9132-43, F9195-05, F9347-57, F9465-76, R5370-76,
			E314-33, E1990-99 & 2037-43, E2338-56, E2422-71, E3109-17,
000000			E3228-49
-	organisary many many many many many many many man	SIMS	SW15 F9010-12, E614-21 & 642-49 & 693-97, E1490-50, E1633-37, E2078-27,
	AND THE RESIDENCE OF THE PROPERTY OF THE PROPE		E2836-79 & 2896-02, E3322-77, E3535-86, E3663-17, E4391-50
0000000			
NO SOCI		No.	COMPANY CONTRACTOR CON
1.30 SHE	1.30 SHEAR WALL FRAMING		
	AND THE PARTY OF T	0.78.00	CALL OF THE STATE OF THE
- DS: -	10800008000000000000000000000000000000		[748 -30 (* 304 -40 (4.04) -1 1.04 14 14 14 14 14 14 14
		2 30	SVVIDITBUUD-U/, EDSS-US, EGGUZ-US, EGGUZ-17, EGGZ4-5U
1 2002	Insufficient spiking of druple studs at vertical joints.	SW 10	E737-52, E3780-65, E3976-82, E4251-59, E4513-21
		SW12	SW12 F9685-86, F9784-88, R5286-89, R5345-47, R5381-82, R5447, E1064-70,
0			E1273-77, E1410-16, E2518-29

1.3025	Insufficient spiking of double studs at vertical joints.	SW10	SW10 E737-52, E3976-82, E4513-21
		SW12	SW12 F9685-86, F9784-88, R5286-89, R5345-47, R5381-82, R5447, E1273-77,
			E(4)0-16, E2518-29

Восстоннянностинова	<i>д</i> үлдүүнөөдөөдөөдөөдөөдөөдөөдөөдөөдөөдөөдөөдөөд	THE PERSONAL PROPERTY.	00-00-00-

Page 1 of 5

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		\$ \$ \$	
		f f f & Dec	
1.30 SH	1.30 SHEAR WALL FRAMING (Continued)		
weecood			
1,303	Missing MST48 straps per A/A-3.	SW13	F4498-00, E2455, E3237-38
000000			**************************************
00000			
No E	1.31 OVERSIZED ANCHOR BOLT HOLES	ACA NAMES CANCES CONTRACTOR	
1.31	Oversized anchor bolt holes in sill plate,	SW10	SW10 F8977-83, F9433-37, E804-16, E1355-61, E1746-55
****		SW12	SW12 F9285-89, F9650-55, F9693-95, F9780-83, R5283-99, R5350-53, R5363,
			R5385, R5444-51, E440-55, E587-76, E910-17, E1085-91, E1298-06,
000000			E(428-33, E2553-66, E3939-43, E4134-37
consec		SW13	SW13 F9059-62, F9151-55, F9208-11, F9364-67, F9479-82, R5376, R5478,
000000			E338-43, E1950-55, E3123-36, E3221-27
	2000	SW15	SW15 F9030-32, E361-85, E1556-59, E2133-44, E2888-85, E3383-92,
000000	AND		E3597-11, E3724-33, E4456-60
102000			
1.32 MIS	1.32 MISSED/SPLIT HOLDOWN FRAMING		
xxxxx	те т		
1,321	Nailing from foundation holdown strap missed/split framing.	SW12	SW12 F9267-72, F9658-64, F9698-01, R5343-44, R5365-56, R5386-87,
	TO THE PROPERTY OF THE PROPERT		E414-24, E582-92, E868-77, E1029-35, E1205-14, E1376-83,
			E2496-05, E3888-96, E4076-86
-		SW15	F9016-22, F9023-28, E650-63, E664-75, E1485-89 & 1510-16,
2000000			E2070-77, E2100-09, E2809-19, E2824-35, E3343-48, E3313-21,
CHARLES STREET, STREET			E3558-69, E3525-34, E3636-62, E3677-86, E4383-90, E4416-23
	THE		
1.322	Floor-to-floor holdown strap nailing missed/split framing.	SW10	SW10 F8997-01, R5468-59
		SWII	E2939-49, E2969-78
		SW12	SW12]E938-50, E1111-20, E1568-72, E2594-04, E2607-19

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ARINGTON PANCH STRUCTURAL DEFECTS MATRIX



DEFECT	SW PHOTO NUMBERS
2.10 SHEAR WALL FOUNDATION HOLDOWNS	
2.101 Holdown bolts are in oversized holes.	SW13 F9067, F9068, F9160-61, F9162, F9215, F9216, R5370, R5374-75, E351-59, E344-50
2.102 Wrong holdown anchor installed	SW13 F9368-69, F9370-71, F9483-84, F9485-87, E1892-00, E1912-26,
1	E3067-78, E3089-93, E3161-73, E3188-04
2.20 SHEAR WALL FLOOR-TO-FLOOR HOLDOWNS	
2 201 Missing bolifown strap.	SW12 E1438-45
1	
ATT TO THE PROPERTY OF THE PRO	
3.10 BOUNDARY NAILING	
Applications of the definitions are an extended and an extended an extended and an extended an	EP XCCTOR FOR ACTIVITIES AND STREET TO THE TOTAL STREET TO THE STREET TH
3.101 Insufficient BN to longitudinal transfer truss.	Roof F9100-12, F9170-84, F9227-35, F9246-33, F9302-12, F9335-42, F9355-81 F9719-30
	R5228-30 & 5238-40, R5247-49, R5259-60, R5274-77,
	R5394-98 & 5320-22, R5431-34, R5507, R5521-26, R5540-42,
AND THE RESIDENCE AND THE PROPERTY OF THE PROP	R5569-73, R5586-89, R5601-02, R5621-27, E3757-63, E3812-15,
	E3877-84, E4002-10, E4128-34, E4170-72, E4227-31, E280-86
3.102 Insufficient BN to transverse transfer truss.	
	R5543-44, R5603-04, R5537-38
TO THE PARTY OF TH	
######################################	HANT THE PHANE AND THE PHANE P
Втеперы у польторующей пол	

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ARLINGTON RANGH STRUCTURAL DEFECTS MATRIX



	For the first statement and the statement of the statemen	SW	
CODE #	AAAA-ARRAAHAAAAAAAAAAAAAAAAAAAAAAAAAAAA	2	

3.20 81.0	3.20 BLOCKING/PARALLEL SHEAR TRANSFERS		
3.201	Blocking parallel to longit, transfer truss installed too low.	Affic	F1618-23, F1646-48, F1746-47, F1730-31, F1718-23
3 202	Shear transfer at bottom of longit, truss not per W/SD2.	Attic II	F1680, F1698, F1778, F9115-18, F9318-22, F9344-48, F9458-80,
esservices.			F9561-63, F9582-85, F9615-17, F9733-38, R5414-15, R5572,
-			R5593-94, R5628-32, E3821-34, E3889-86, E4016-19, E4067-74,
			E4176-91, E4233-45, E4480-88, E4654-62
3 203	Wr 125's of francisted friscos not 1 (201)	å	FONSE BE FOILS 11 FOILS IS DENIX NY DEACH FORTE NO S SETE AS
		5	7000 40, C100 10 10 10 10 10 10 10 10 10 10 10 10
			E3805-19, E4137-51, E4188-05, E4X5X-53
3.204	Belivband edge nailing is at less than 6" of; (net N/SD2)	SWAG	
2000		0,874.4	C1814 1 E2722 74
		1000	$\mathbb{F}(A, B, b, c)$
		SW12	SW12 E972-91, E2651-72
tentrol (
3.205	No A35's from beliyband to SW top plate (per N/SD2).	SW10	SW10 E4503-10
		SW11	E3037-46
		SW12	SW12 E992-99, E1156-68, E2669-72
		anoone	

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ARLNGTON RANCH STRUCTURAL DEFECTS MATRX



DEFECT	2 2 4 5 C	SW	SW PHOTO NUMBERS
CODE #		TYPE	
3.30 FAS	3.30 FASTERNER TYPES		NAMES AND STATE OF THE PROPERTY OF THE PROPERT
3,301	SW15 used 8d nails instead of 10d required.	SW15	SW15 F8034-35, E698-99, E1611-12, E2903-04, E4461-62

NAMES AND ADDRESS OF THE PARTY		******	
			THE STREET STREE
4.10 Sil	4,10 SILL ATTACHWENT		
	CACAMATA A		
4.101	Sill nailing mostly misses rim joist at exterior walls.	SW10	SW10[E2736-46, E3434-48, E3781-91, E3993-12, E4180-94,
			E4281.05, E4542-75
		SW12	E1460-68, E1597-05, E2633-50
			CHARLES AND
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es manage		AFARSTS.	

ARLNGTON FANCH Structure Repair Recommendations



DEFECT	LOCATION	теления в применения в примене
1.22 PL WWO	.22 PLYWOOD/OSB SHEARWALL NAILING	
* C	THE PROPERTY OF THE PROPERTY O	
1.22.1		Coordinate repairs with 1.302, 1.311
		Remove existing baseboards and drywall sheathing from full length and height of wall.
		Renail all edges of existing 3/8" OSB with 8d @ 6" o/c.
700000		Replace drywall and baseboards. Patch, texture and paint to match.
	Unit 103, 1st level between Units 102/103,	
	At 100% of locations,	
* 1,6 L.	THE COLUMN TO THE COLUMN TO THE COLUMN THE C	- C. S.
3.77.7		Coordinate repairs with 3.204, 3.205
	Unit 101, 102, 103 side walls, 2nd level.	Remove existing stucco from full tength and height of shear wall panel.
	At 38% of locations.	Renail all edges of existing 3/8" OSB with 8d @ 6" o/c.
***************************************		Replace waterproof paper and stucco. Patch and paint to match.
1.221	Exterior side wall SW11	Coordinale repairs with 3,204, 3,205
***************************************	Unit 103 Garage	Remove existing stucco from full length and height of shear wall panel.
00000	At 33% of locations.	Renail all edges of existing 3/8" OSB with 6d @ 4" o/c.
		Replace waterproof paper and stucco. Patch and paint to match.
* C.C. +	Carata rast wall SM47	TOPS CALCULATION CONTRACTOR TO SELECTION OF SELECTION CONTRACTOR C
	Unit 102 Garade	Remove existing drown sheathing
***************************************	At 100% of locations.	Renail new 3/8" OSB with 8d's @ 3" o/c at edges, 12" o/c in fleid,
	Addennie de la companya de la compa	Replace drywall, patch, texture and paint to match,
1,224	Exterior 1st floor rear wall SW12	Coordinate repairs with 3.204, 3.205
	Usit 103.	Remove existing stucco from full length and height of strear wall panel.
on the state of th	At 100% of locations.	Renail all edges of existing 3/8" OSB with 8d @ 3" o/c.
ooona		Replace waterproof paper and stucco. Patch and paint to match.
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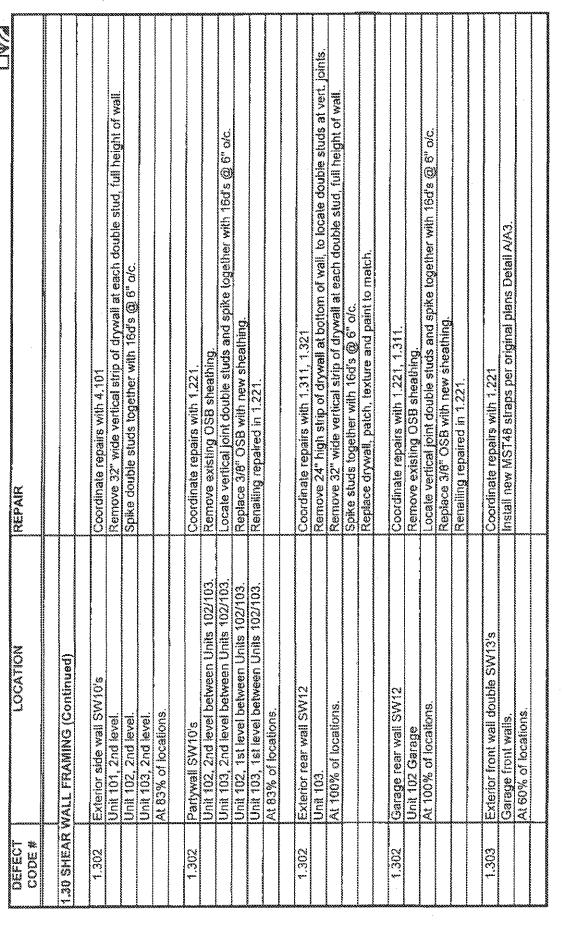
1 Of 8

ARLINGTON RANCH STRUCTURAL REPAIR RECOMMENDATIONS

CODE#	LOCATION	REPAIR
1.22 PLYWO	1.22 PLYWOOD/OSB SHEARWALL NAILING (Continued)	
33000	THE RESIDENCE OF THE PROPERTY	
1,221	Exterior rear wall SW15	Courdinate repairs with 1.301, 3.301
	Unit 102.	Remove existing stucco from full length and height of shear wall panel.
o personal	At 100% of locations.	Renali all edges of new/existing 3/8" OSB with 10d @ 2" o/c.
		Replace waterproof paper and stucco. Patch and paint to match.
27. 1	Exterior front wall double SW13's	Coordinate repairs with 1.301, 1.303
	Garage front walls.	Remove existing decorative rock finish,
00000000	At 100% of locations.	Remove existing stucco from full length and height of shear wall panel,
***************************************	0.000	Remove existing pop-cut framing,
.00000		Remove drywall finish from rear side of wall, full height and full width.
o o o o o o o o o o o o o o o o o o o		Renail all edges of both sides of existing 3/8" OSB with 8d @ 2" o/c.
Bannes		Replace drywali.
000000		Replace pop-out framing, waterproof paper, stucco and decorative rock finish,
000000		Paint to match,
7 20 ALITAB	1 10 SHEAB WALL EDABING	
	. K. F. Piladia. E. S. M. POSSEE B. P. M. Topicon compression of the commence	
1.301	Exterior front wall double SW13's	Coordinate repairs with 1.221
	Garage front walls,	Insert 3x framing bet, top of Garage header and top plates, along both SW vert, edges
300000000000000000000000000000000000000	At 80% of locations.	Renalling repaired in 1.221.
**************************************	Exterior rear wall SW15	Coordinate repairs with 1.221
***************************************	Unit 102 (panel between windows only).	Remove nails and pull back existing CS16 straps top and bottom of window opening.
boosso	At 100% of locations,	Remove existing 20" wide 15/32" wide OSB sheathing.
		Replace with new 28" wide 15/32" OSB panel and renail CS16 strap in place.
	bladen blade	Renalling repaired in 1,221.
**************************************	органия выправления выправления в применя	

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ARLINGTON RANCT STRUCTURAL REPAIR RECOMMENDATIONS



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ARLENGTON RANCH STRUTURAL REPARANCOMMENDATIONS

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2000 E A. 5000-1						ARESTANDISAAASAASAASAAAAAAAAAAAAAAAAAAAAAAAAA		CANCEL CONTRACTOR CONT	AND THE PROPERTY OF THE PROPER			sásaci									83000					000000000000000000000000000000000000000
REPAR			Coordinate repair with 1,221, 1,302	Install new 1/2" wedge anchors at 36" o/c,			Coordinate repair with 1.302, 1.321	Install new 1/2" wedge anchors at 16" o/c.		PARTITION STATES AND A SECOND STATES AS A SECOND STATE AS	Coordinate repair with 1,302, 1,321	Install new 1/2" wedge anchors at 16" o/c.		Coordinate repair with 1,221, 1,302, 2,101, 2,102	Install three new 1/2" wedge anchors per panet.		Coordinate repairs with 1,321	Remove 32" high strip of drywall at bottom of wall.	Install three new 1/2" wedge anchors per panel.	Replace drywall, patch, texture and paint to match,			TOTAL THE TREE TO THE TAXABLE TO THE TAXABLE TO THE TAXABLE THE TAXABLE THE TAXABLE TAXABLE THE TAXABLE TAXABL			**************************************
LOCATION	1.31 OVERSIZED ANCHOR BOLT HOLES	DODDODOGO NA CALABARTA MANAGARTA CALABARTA MANAGARTA	Parlywall SW10's	Unit 102, 1st level between Units 102/103.	Unit 103, 1st level between Units 102/103.	At 100% of locations,	Garage rear wall SW12	Unit 102 Garage	At 100% of locations.	pro 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1	exterior real wall sivil	Onit 103.	At 100% of locations.	Exterior front wall double SW13's	Garage front walls.	At 100% of locations,	Exterior rear wall SW15	Unit 102.	At 100% of locations.				AAPPOHADDAAANAAANAAANII MIRAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAA			Войносноепретопривижения в в в в в составления в претопривидения в претопривидения в претопривидения в претопри
DEFECT CODE #	131 OVERSIZ			000000			(1,1)				1.5.1	*******		6.03 6.03 5.00 5.00			1.31		******			A A A A A A A A A A A A A A A A A A A		5000000	500000	000000

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DEFECT CODE *	LOCATION	and the contract of the contra
1.32 MISSED	1.32 MISSED/SPLIT HOLDOWN STUDS/POST	
1321	Garage rear wall SW12	Coordinate repair with 1,302, 1,311
	Unit 102 Garage	Install new PHD2 holdowns at each shear wall panel end in drilled and epoxied holes.
THE PARTY OF THE P	At 100% of locations.	
1.32.1	Exterior 1st floor rear wall SW12	Coordinate repair with 1,302, 1,311
	Unit 103.	Install new PHD2 holdowns at each shear wall panel end in drilled and enoxied holes.
	At 100% of locations.	
7 54 5 7	***************************************	
1.32.1	Exterior rear wall SW15	Coordinate repairs with 1,311
40000	Unit 102.	install new PHD2 holdowns at each shear wall banel end in drilled and epoxied holes.
***************************************	At 100% of locations.	
	TO THE PROPERTY OF THE PROPERT	
1.322	Exterior 2nd floor rear wall SW12	Coordinate repairs with 1,321 (1st level exterior rear wall SW12).
000000	Units 102 and 103.	Remove 16" x 32" section of drywall at each end of SW panel,
	At 100% of locations.	Install new floor-to-floor PHD2 holdown at each end of SW panel,
**************************************		Replace drywall, patch, texture and paint to match.
2 10 SHEAD	2.10 SHEAR WALL FOUNDATION HOLDOWNS	
	A VITAL OF THE STATE OF THE STA	
2.101	Exterior front wall double SW13's	Coordinate repairs with 1,221, 1,302, 1,311, 2,201
	Garage front walls.	Where existing, remove existing HD10A bracket from end studs and anchor bolt.
	At 100% of locations.	Install new Simpson CNVV coupler nut onto anchor both
		Install new all-thread rod extension, minimum 24" long,
		Re-install HD bracket in new holes drilled into end studs.
2,102	Exterior front wall double SW(3's	Reported in 2 (0)
	Garage front walls.	
- Contraction of the Assessment of the Assessmen	At 50% of Incellors	
Миховетововововововововое Миховетововововое Миховетовововое Миховетововое Миховетововое Миховетово Миховетовое Миховетовое Миховетовое Миховетовое Миховетовое Миховетовое Миховетово Михово Миховетово Миховетово Миховетово Миховетов Миховетово Миховетов	oodooppooppoopperoring on the second of the second of the second of the second opposite of the second opposite	

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ARLINGTON RANCH Structure reparateonmendations

DEFECT CODE #	LOCATION	KEPAK
2.20 SHEAR	2.20 SHEAR WALL FLOOR-TO-FLOOR HOLDOWNS	
2004	Extension 2nd State of a second	Described in 4 950
Action 2	Unit 103.	NEVANEV (1 1.34.Z
***************************************	At 8775 Traveling Breeze only.	
adabhhanannanhannannannannannannannan		
The rate layer layer to the layer la	TERRECOCCESSOR SERVICE	
S.16 KCOr s	3.10 TUUF SMEATHING MAILING	
3,101	Ridge over longit, partywall between 102 & 103,	Coordinate repairs with 3.201.3.102
NAME OF THE PROPERTY OF THE PR	At \$7% of locations.	Remove roofing 4 feet either side of ridge, from 101/103 transy nartywall to rear of blide
		Nail roof OSB to new blocking panels below with 8d @ 6" o/c.
		Replace rouling.
3,102	Roofs over transverse partywalls.	Coordinate repairs with 3,101
***************************************	At 33% of locations.	Nail roof OSB to roof transfer truss over partywall below with 8d @ 6" o/c
A THE STATE OF THE PARTY OF THE		
3.20 BLOCK	3.20 BLOCKING/PARALLEL SHEAR TRANSFERS	
3.201	Attic longitudinal partywall between 102 & 103	Coordinate repairs with 3.101
***************************************	At 100% of locations,	Remove existing 2x blocking between roof trusses at longitudinal partywall.
***************************************		Install new 2x blocking between roof trusses with beveled top edge to match roof stope.
3.202	Attic longitudinal partywali between 102 & 103	in affic, remove existing blocking on partywall for plate.
	At 71% of locations.	Install new vertical 2x6 block between roof trusses at base of longitudinal partywall truss.
		Nail new 2x6 block with 3-16d's per block to bottom chord of tongit, partywall truss.
		Install new A35's @ 48" o/c from new block to wall top plate.
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ARENGTON RANCH Structural reparamecommendations

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DEFECT CODE #	LOCATION	REPAIR
3.20 BLOCK	RTRANS	
3.203	Transv. partywall between 101/102 & 101/103.	In attic, install new A35's @ 16" o/c from transverse truss bottom chord to wall fon plate.
NAME OF THE PROPERTY OF THE PR	1	
3.204	OSB bellyband below 2nd floor exterior SW10's	Coordinate repairs with 1.221, 3.205
		Remove stucco to expose OSB between 2nd floor and 1st floor top plate.
Sammanantanishanishanishanishanishanishanishanish	At 100% of locations.	
GOOD COOK		Hepiace waterproof paper and stucco. Patch and paint to match.
3.204	OSB bellyband below 2nd floor exterior SW11's	Remove stucco to expose OSB between 2nd floor and 1st floor top plate.
0000000		Renail existing OSB with 6d's @ 6" o/c, all edges.
	At 100% of locations,	Replace waterproof paper and stucco. Patch and paint to match.
		4/
3,204	IOSB beliyband below 2nd floor exterior SW12's	Coordinate repairs with 1.221, 3.205
	Units 102 & 103 rear walls, 2nd level.	Remove stucco to expose OSB between 2nd floor and 1st floor top plate,
	At 100% of locations,	Renail existing OSB with 8d's @ 6" o/c, all edges.
×100000000	- A A A A A A A A A A A A A A A A A A A	Replace waterproof paper and stucco. Patch and paint to match.
1000		
0.700		
× × × × × × × × × × × × × × × × × × ×	Unit 101, 102, 103 side walls, 2/nd level.	Install new A351 s (g) 24" o/c from edge blocking to top plate of 1st froot SVV.
	At 45% of totalions.	
3.265	OSB bellyband below 2nd floor exterior SW11's	Coordinate repairs with 3,204
A COORDINATE AND A COOR	Unit 101 front walls, 2nd level.	Install new A35F's @ 24" o/c from edge blocking to top plate of 1st floor SW.
	At 45% of locations.	
	THE PROPERTY OF THE PROPERTY O	
3,205	OSB bellyband below 2nd floor exterior SW12's	Coordinate repairs with 3.204
***************************************	Units 102 & 103 rear walls, 2nd level.	Install new A35F's @ 24" o/c from edge blocking to top plate of 1st floor SW.
	At 45% of locations.	
WOODDOODGOODGOOGGOOGGOOGGOOGGOOGGOOGGOOG	овой, проводоводоводня учений на наменений на наменений и проводов по проводов проводований на наменений на наме	YALDOODADADADADADADADADADADADADADADADADAD

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CODE#		T A
000000		
3.30 FASTENER TYPES		THE PROPERTY OF THE PROPERTY O
000000	VERDALANDERHADARIAN DER BETTE	
3.304	All SW15's	Repaired in 1,221
50003000	At 63% of locations	
4.10 SILL ATTACHBENT	ACHRENT	
		THE THE PARTY OF T
4.101	Exterior SW10's	Remove bottom two feet of interior drawall,
	Unit 101, 102, 103 side walls, 2nd level.	Renail sill plate with 16d's @ 6" o/c to 2x rim totst.
	At 100% of locations,	Replace drywall, patch, texture and paint to match.
	TO THE TO LEE ALL AND A SECOND AND A SECOND ASSOCIATION AND A SECOND ASSOCIATION ASSOCIATI	
4.101	Exterior SW12's	Remove bottom two feet of interior drywall.
	Units 102 & 103 Mistr. Bdrm, rear walls,	Renalisiliplate with 16d's @ 5" o/c to 2x rim joist.
· energiante de la companya de la co	At 100% of locations.	Replace drywall, patch, texture and paint to match.
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ARLINGTON RANCH STRUCTURAL DEFECT PERCENTAGES



SW10 6 SW11 0 SW11 0 SW12 7 1.302a 13 SW12 13 SW12 13 1.302b 19 1.303 5 1.303 5 1.303 18 SW12 18 SW12 18 SW12 18 SW12 18	2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	12 25 10 10 10 10 10 10 10 10 10 10 10 10 10	33% 100% 100% 100% 83% 83% 69% 69% 69% 83% 83% 83% 83%	Partywall failed 6/B. Exterior 2nd level walls failed 3/8 (38%). Shear wall schedules. Shear wall schedules. Plans call for a SW width of 28". Center panel installed 20" wide (defect applies to center panel only). Should be 8" o/c. Should be 8" o/c. Should be 8" o/c. Framing Notes, Plan Sheet A-3 calls for double stud nailing at 12" o/c (Note #8). Failed at G-102 7/8, X6R-103 2/4. Framing Notes, Plan Sheet A-3 calls for double stud nailing at 12" o/c (Note #8). See detail A/A-3. Specifications, Wood, Note #3, Sheet SN-1 and 1997 NDS, Section 8.1.2.1 Specifications, Catalogue (pg. 5, General Notes).
4.322 9		S	100%	2000 Simpson Catalogue.
		men		

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ARLINGTON RANCH STRUCTURAL DEFECT PERCENTAGES

	1 1	Specifications, Wood, Note #3, Sheet SN-1 and 1997 NDS, Section 6.1.2.1		Plans call for HD10A holdowns, PHD8 installed (8310# vs. 6730#).			At exterior wall of Master Bedroom, Unit 103. Plans call for MST48 strap.		See Detail W/SD-2.		See Detail XSD-2.		Shown in Detail W/SD2		Shown in Detail W/SD2.		Shown in Detail X/SDZ,					Shown in Detail WSD2.					Shown in Detail N/SD2.		
* FALED	100%	100%	50%	50%		33%	33%	THE THE TAX OF SHIP SHEET SHEE	%/28		33%		100%		71%	- THE PROPERTY OF THE PROPERTY	77%		100%	100%	100%	100%		17%	100%	75%	45%	***************************************	000000000000000000000000000000000000000
TOTAL FAILED	10	10	Ç.	0		·		THE STATE ASSESSMENT A	32	-	16		S Commence	The state of the s	15	HANNA A	0,	****		ą.e.	C4	*	TO THE PERSON NAMED ASSOCIATION OF THE PERSON NAMED ASSOCIATIO	~~~	ų-	ርሃን	w)	***************************************	Representation of the second
TOTAL TESTED	9	10	20	20		æ	3	***************************************	33	***************************************	48	***	2		21	***************************************	\$1.3	****	7,000	, eee	~	4	NUMBER OF THE OWNER OF THE OWNER.	0		4	****	And the second second second second	- CONSCIONATION OF THE PROPERTY OF THE PROPERT
CODE	SW13	2.104	28.23	2,162	THE PERSON NAMED OF THE PE	SW12	2.201		2.03		3.402		3.261	A CHICAGO AND A CHICAGO A CHICAGO AND A CHICAGO A CHICAGO AND A CHICAGO AND A CHICAGO AND A CHICAGO AND A CHICAGO	3.202	ON THE PROPERTY OF THE PARTY OF	3.203	***************************************	SW10	SW11	SW12	3.204	***************************************	SV410	SW11	SW12	3.205	***************************************	

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ARLINGTON RANGT STRUCTURAL DEFECT PERCENTAGES

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Sill nailing at exterior walls perpendicular to floor trusses miss 2x rim joist,	100%	10	10	چ چ ج
102 and 103 at rear.	100%	cv3	್	SW12
	100%			SW10
	-			
See Shear Wall Schedule,	63%	ب	භ	3.304
	63%	Q.	හ	SW15
	FALED	FAILED	CODE TESTED	မျှင်ပ
**************************************	3/C	TOTAL	TOTAL	DEFECT

Exhibit 5

HIGH NOON AT ARLINGTON RANCH ASSIGNMENT OF CAUSES OF ACTION

This Assignment is made by the undersigned homeowner(s) at High Noon At Arlington Ranch ("HOMEOWNER") in order to insure that the High Noon At Arlington Ranch Homeowners Association (hereafter "THE ASSOCIATION") has the power to recover the cost of repairing defects in the project.

RECITALS

- A. Significant defects have been discovered in the individual units at the High Noon At Arlington Ranch townhomes.
- B. THE ASSOCIATION has brought a lawsuit against D.R. Horton, in <u>High Noon At Arlington Ranch Homeowners Association v. D.R. Horton</u>, Eighth Judicial District, Clark County Nevada, Case No. AS42616. D.R. Horton has D.R. Horton has refused to repair the defects.
- C. The Nevada Supreme Court, in its ruling entitled <u>D.R. Horton v. Eighth Judicial District Court</u>, 215 P.3d 697 (2009), held that a homeowners association has the right to sue the builder for claims arising from the individual units if it can meet the requirements for class action certification.
- D. Although THE ASSOCIATION believes that it will be granted standing to pursue the claims of the individual unit owners under this analysis, it is not a certainty.
- E. If THE ASSOCIATION is determined by the Court not to be allowed to sue the builder for some defects, only those HOMEOWNERS who have assigned their claims to THE ASSOCIATION will be able to share in the recovery.
- F. HOMEOWNER and THE ASSOCIATION desire for THE ASSOCIATION to have the right to assert the individual claims that the HOMEOWNER has against D.R. Horton Inc., as well as any other entity that contributed to the defective development, design, construction, supply of materials, or sale of the townhome project and/or HOMEOWER's unit.
- G. It is understood that nothing in this Assignment shall be construed to obligate THE ASSOCIATION, in any way to undertake or pay for any particular repairs to any individual unit.

NOW, THEREFORE, and in exchange for valuable consideration.

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 an 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.

Dated:	Print Name(s) ADBERTH WEBDER
ARLINGTON	Dlat Illation
BANGT (-)	Signature(s) 90000 Web Ver Allo
(High 11000)	Unit Address / AS VEGAS 1/V (# 101)
2123 89	Telephone # 1702) 2188711
CODE	

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- G. It is understood that nothing in this Assignment shall be construed to obligate THE ASSOCIATION, in any way to undertake or pay for any particular repairs to any individual unit.

NOW, THEREFORE, and in exchange for valuable consideration,

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 an 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.

Dated: <u>Sept. 12,2010</u> Print Name(s) <u>GINGER DSTEEN</u>

Signature(s) <u>Hugw DSGeew</u>

Unit Address 8825 Travelize Breeze Ave #102

HIGH NOON AT AILINGTON RANCH ASSIGNMENT OF CAUSES OF ACTION

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- G. It is understood that nothing in this Assignment shall be construed to obligate THE ASSOCIATION, in any way to undertake or pay for any particular repairs to any individual unit.

NOW, THEREFORE, and in exchange for valuable consideration,

HOMEOWNER hereby assigns to THE ASSOCIATION all of the claims and causes of action that HOMEOWNER possesses again.

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 an 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.

Dated: <u>9/8/2010</u>	Print Name(s) Toseph La
	Signature(s)
	Unit Address 8787 Tom Noon Ave. \$102 Las Vegas
	Telephone # (317) 818 - 2804

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NOW, THEREFORE, and in exchange for valuable consideration.

Dated: 9/2/10	Print Name(s) LARCY M. ALCANTARA	
·	Signature(s) January J	
	Unit Address 8669 Horizon Wind Aug 76nit #	107-
	Telephone # (626) 430-60/6	

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Dated: 9/8/10	Print Name(s) Sabrina K	<u>Jelsion</u>
	Signature(s) GoDiro	
	Unit Address 8484TVAVE ling (The state of the s
	Telephone # 702 290 7 61	<i>a</i> 5

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	· · · · · · · · · · · · · · · · · · ·
Dated: 4 10	Print Name(s) THOMAS (R. SHEGTZ SALDRA E SHELTE SINGE TO FAMILY TRUIT DU 10/95
: -	SINGE TO FAMILY TRUIT JULY 10/1995
	Signature(s)
	Unit Address 8619 HORIEN WOUNT 101 NU, NO 89178
	Telephone # 762-2-41-0140
	the second secon

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NOW, THEREFORE, and in exchange for valuable consideration,

Dated: <u>31) pt 10</u>	Print Name(s) MARTHA Y Smith
Po J	and state all to
	Signature(s) Ifff/hh Aft/Jours
•	Unit Address #103 8778 70M NOON AVE
	Telephone # (702) 8/3 -84//

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Dated: 4/4/6_

imi Name(s) 79774070

Unit Address 9480 THONOER SKY # 101 L.V.89 178

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NOW, THEREFORE, and in exchange for valuable consideration.

The same of the sa

13866: 57/20/ 10	From Name(s) //////5 45/7/7
	Signature(s)
	Unit Address <u>8680 HORTZON IN NO ANE. UNIT 103 495 VEE</u> AS NV. S9178
	Telephone # (702) 263-7416

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NOW, THEREPORE, and in exchange for valuable consideration.

Dated: 4/1/10	Print Name(s)-Calinda Warron
·	Signature(s) i Milet Tallarrox
	The state of the s
	Unit Address 8649 Morizon 14nd Are Unito3
	Telephone # 702685-8186

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Dated: 9/1/10 Print Name(s) / ARHAD GHOLAM/

Signature(s) Toxkox GP

Unit Address 8758 Tom Noon AVE 4 103 LY NV89178

Telephone # (702) 367-0263

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NOW, THEREFORE, and in exchange for valuable consideration,

Print Name(s) Thoman + Gayle Steels
Signature(s)
Unit Address 8818 TOM NON ALE # 103 LV, NV, 89118

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- G. It is understood that nothing in this Assignment shall be construed to obligate THE ASSOCIATION, in any way to undertake or pay for any particular repairs to any individual unit.

NOW, THEREFORE, and in exchange for valuable consideration.

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 an 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.

Dated: Aug 2010 Print Name(s) 18/18 Schaffernown

Signature(s) Los Whole Schaffernown

Unit Address Unit 102 8914 Traveling Graze Ave too

Telephone # 702 5746357

This Assignment is made by the undersigned homeowner(s) at High Noon At Arlington Ranch ("HOMEOWNER") in order to insure that the High Noon At Arlington Ranch Homeowners Association (hereafter "THE ASSOCIATION") has the power to recover the cost of repairing defects in the project.

RECITALS

- A. Significant defects have been discovered in the individual units at the High Noon At Arlington Ranch townhomes.
- B. THE ASSOCIATION has brought a lawsuit against D.R. Horton, in <u>High Noon At Arlington Ranch Homeowners Association v. D.R. Horton</u>, Eighth Judicial District, Clark County Nevada, Case No. A542616. D.R. Horton has D.R. Horton has refused to repair the defects.
- C. The Nevada Supreme Court, in its ruling entitled <u>D.R. Horton v. Eighth Judicial District Court</u>, 215 P.3d 697 (2009), held that a homeowners association has the right to sue the builder for claims arising from the individual units if it can meet the requirements for class action certification.
- D. Although THE ASSOCIATION believes that it will be granted standing to pursue the claims of the individual unit owners under this analysis, it is not a certainty.
- E. If THE ASSOCIATION is determined by the Court not to be allowed to sue the builder for some defects, only those HOMEOWNERS who have assigned their claims to THE ASSOCIATION will be able to share in the recovery.
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NOW, THEREFORE, and in exchange for valuable consideration.

or cooks meet (n) x mil mile mil m	marked variables on an appending age for anisotrone of the property	
Dated: 8/26/(>	Print Name(s) Willy WING.	
	Signature(s) WMY COUT	
	Unit Address 3797 Tom Noon Ave #103 LV. NV89	178
	Telephone # 626-780-0899	

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- G. It is understood that nothing in this Assignment shall be construed to obligate THE ASSOCIATION, in any way to undertake or pay for any particular repairs to any individual unit.

NOW, THEREPORE, and in exchange for valuable consideration,

Dated: 3/9/12	Print Name(s)_	Lisa_/	<u> F. Noth</u>	***************************************
()	Signature(s)	Lia	5 Rosa	
	Unit Address	9490 F 103	Thurse	SH

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- G. It is understood that nothing in this Assignment shall be construed to obligate THE ASSOCIATION, in any way to undertake or pay for any particular repairs to any individual unit.

NOW, THEREFORE, and in exchange for valuable consideration,

Dated: 7/7/19	Print Name(s) Eugene Royle
	Signature(s)
	Unit Address 8764 Traveling Breeze De Unit 101

This Assignment is made by the undersigned homeowner(s) at High Noon At Arlington Ranch ("HOMEOWNER") in order to insure that the High Noon At Arlington Ranch Homeowners Association (hereafter "THE ASSOCIATION") has the power to recover the cost of repairing defects in the project.

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NOW, THEREFORE, and in exchange for valuable consideration,

Dated:	3/2/10	Print Name(s)	AZMATH Q. SADRUDDIV.
	7,1	Signature(s)	Agadadh'
		J. E. Karline St. E. W. J. Communication	R738 TOM NOOK AUG
		Unit Address	# 103. has began ,
			NU 89/70.

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- G. It is understood that nothing in this Assignment shall be construed to obligate THE ASSOCIATION, in any way to undertake or pay for any particular repairs to any individual unit.

NOW, THEREFORE, and in exchange for valuable consideration,

Dated: 3/10/2010	Print Name(s) AMI SANDLER	
	Signature(s) Ari Sall	
	And the second s	
	Unit Address 8650 HORIZEN WIMD AVE. # 103	ž Ž

Preliminary Defect List & Repair Recommendations January 7, 2008

N.R.S. 48.109 and N.R.S.40.680

FOR MEDIATION PURPOSES ONLY.

8.0 EXTERIOR DOORS

8.03 Defect: I-trim screed short of entry door; blocked by concrete over pour.

Location: At entry doors of all units.

Observed De		Addresses lasper	
Address:	Address:	Address:	Address: Traveling Breeze 6785 Unit 101
Horizon Wind 8650 Unit 101	Traveling Breeze 8785 Unit 101	Horizon Wind 8950 Unit 101	HEARING DIARGE OLOG YOU IN
Thunder Sky 9480 Unit 101		Thunder Sky 9480 Unit 101	
		Tom Naon 8638 Unit 101	
<u> </u>		Tom Noon 8828 Unit 101	######################################
HANNELSKINGER HERMANNE ERICHARISTER STONERSKE HERMANNE FOR STONERS FOR STONE S			
()bserved 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

Oleaved Dis	rciive at:	Addresses inspec	neq:
Ashiress:	Address:	Address	Addrew:
		I I I I I I I I I I I I I I I I I I I	Tom Noon 8785 Unit 102
Horizon Wind 8799 Unit 102	Traveling Breeze 8685 Unit 102	Horizon Wind 6759 Unit 102	Traveling Breeze \$665 Unit 192
Horzon Wind 8610 Unit 102		Horizon Wind 8810 Linit 102	
Thursder Sev 9440 Unit 102	Traveling Breeze 8694 Unit 102	Thunder Sky 9440 Linit 102	Traveling Breeze 8664 Unit 102
Tom Noon \$618 Unit 102		Tom Noon 8618 Unit 102	Traveling Breeze 8764 Unit 102
O	bserved Defective at:	Addresses	Inspectat:
Addresses:		Addresses Inspected:	ÿ
Parameters Polestier:	679	of units or areas inspected	

6 of 9 tested 67% at unit/plan 102

Address:	Address:	Address
Horizon Wind 8789 Unit 103	Horizon Wind 8649 Unit 103	Horizon Wind 8789 Unit 103
	Horizon Wind 8660 Unit 103	
	Horizon Wind 8730 Unit 103	
	Horizon Wind 8740 Unit 103	
	Horizon Wind 8660 Unit 103	эминический положений
***************************************	Tom Noon 8679 Unit 103	AND THE RESIDENCE AND
	Traveling Greeze 6775 Unit 103	
Viscowed Desective at:	Addresses la	rspeciedi
4	Addresses Inspected:	8
	Horizon Wind 8789 Unit 103	Horizon Wind 8789 Unit 103 Horizon Wind 8649 Unit 103 Horizon Wind 8650 Unit 103 Horizon Wind 8650 Unit 103 Horizon Wind 8730 Unit 103 Horizon Wind 8740 Unit 103 Horizon Wind 8650 Unit 103 Horizon Wind 8650 Unit 103 Transling Breeze 9775 Unit 103 Traveling Breeze 9775 Unit 103 Misserved Defective sit: Addresses for

4 of 8 tested 50% at unit/plan 103

13 of 22 tested=59%

Preliminary Defect List & Repair Recommendations January 7, 2008

FOR MEDIATION PURPOSES ONLY. N.R.S. 48,169 and N.R.S.46,680

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:

- 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.
- 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.

Preliminary Defect List & Repair Recommendations January 7, 2008 FOR MEDIATION PURPOSES ONLY. N.R.S. 48,109 and N.R.S.40,680

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.

Preliminary Defect List & Repair Recommendations January 7, 2008

FOR MEDIATION PURPOSES ONLY. N.R.S. 48,189 and N.R.S.46,686

8.0 EXTERIOR DOORS

(Inserted Defective at		Address begunnd:	
Address:	Adires	Address	Address:
Horizon Wind 8650 Unit 101		Horizon Wini 8650 Unit 101	Tom. Noon \$658 Unit 101
Horizon Wind 8669 Uter 101	Tena Neon 8717 Unit 101	Harizon Wind 8669 Unit 101	Tom Noon 8717 Unit 101
Horizon Wind 8729 Unit 101	Tore Noon 8718 Unit 101	Horizon Wind 8729 Unit 101	Time Nicon 8718 Unit 101
Horizon Wind 8730 Unit 101		Haizon Wind 8730 Unit 101	Toxu Noon 8788 Unit 101
Horizon Wind 8749 Unit 101	Tom Nam 8818 Unit 101	Harizon Wind 8749 Unit 101	Tem Noon 8818 Unit 101
Horizon Wind 8750 Unit 101	Tima Nicon 8828 Unit 101	Horizon Wind 8750 Unit 101	Tom Noon 8828 Unit 101
Hoxizon Wind 8760 Unit 101	Traveling Breeze 8644 Unit 101	Horizon Wind 8760 Unit 101	Traveling Breeze 8644 Unit 101
Hoxizon Wind 8789 Unit 101	Traveling Breeze 8694 Unit 101	Horizon Wind \$789 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 6755 Unit 101
Thursder 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 \$785 Lhit 101	Thurder Sky 9490 Unit 101	Traveling Breeze 8785 Unit 101
Tom Noon 8638 Unit 101	***************************************	Teen Noon 8638 Utait 101	Traveling Breeze \$805 Unit 101
	Observed Defeative at:	Addres	es Inspecied
Ackinsses	23	Addresses Inspected:	28
Percentage Defertive:	82	% of wats or areas inspected	

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

Observed Defe	tive at:	Address Inspe	æd
Arkbess	Address:	Address:	Addrest:
	Toru Noon 8618 Unit 102		Torri Nover Wild Link 102
	Tom Noon 8768 Unit 102		Tomo Newson 8768 Unit 1922
FREEZON WING 8780 Unit 192		Horizon Wind 8780 Unit 192	
Ot	served Delective at:	Askiness	ingenei:
Addresses:	3	Addresses Inspected:	3
Percentage Defective	100%	of units or array increased	

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

Cinerval Dried Address:	ive sig Addreser	Addresas Irage Addresa	ried: Address:
	**************************************		Tom Norst 8018 Linst 308
	V 10 - 10 - 10 - 10 - 10 - 10 - 10 - 10	200 - 2	Ton: Next 80 % Unit 113
Harian WindS729 Lini 163		Horizon Wirel 8729 Unit 100	2
	· · · · ·		Toni See 8738 Lint 303
Ote	erved Defective at:	Addresses	Inspected:
Arkireses	1	Addresses imported:	4
Percentage Delective	25%	of units or areas inspected	

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

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

Preliminary Defect List & Repair Recommendations January 7, 2008

8.0 EXTERIOR DOORS

8.05 Defect: Water intrusion during testing.

Location: At French doors of all units.

Onserved Defec		Addresses Impected	(
Address	Address:	Address:	Address:
Horizon Wind 8650 Unit 101	Traveling Breeze 8785 Unit 101	Horizon Wind 8650 Limit 101	Traveing Svesze 8785 Unit 101
Thunder Sky 9480 Unit 101		Thurder Sky 9480 Unit 101	
Tom Noon 8638 Unit 101		Tom Noon 8638 Link 101	
Tom Noon 8826 Unit 101		Tom Noon 6828 Unit 101	
Oix	served Defective at:	Addresses kn	spected)
Addresses:	5	Addresses inspected:	š š.
Percentage Defective:	100%	of units or areas inspected	

FOR MEDIATION PURPOSES ONLY.

N.R.S. 48.109 and N.R.S.40.680

5 of 5 tested 100% at unit/plan 101

Observed Defectiv Address:	ve at: Address:		Sed: Address:
Tom Noon 8618 Unit 102		Tom Noon 8618 Unit 102	
Obse	rved Defective at:	Addresses	Impariet
Addresses	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.

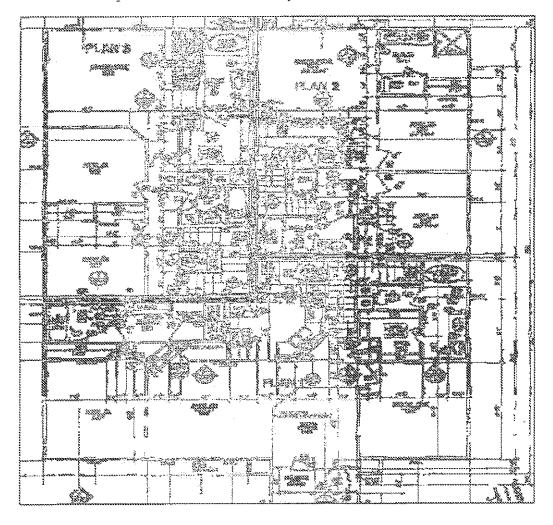
Preliminary Defect List & Repair Recommendations January 7, 2008

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.



Preliminary Defect List & Repair Recommendations January 7, 2008

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

10.0 FIRE RESISTIVE CONSTRUCTION

10.01 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	Habitaan Wind 8850 Unit 102	Traveling Breeze 8665 Unit 102
Horizon Wind 8749 Unit 102	Traveling Bresze 8574 Unit 102	Horizon Wind 8749 Unit 102	Traveling Breeze 6674 Unit 102
ć	Traveling Breeze 8694 Unit 102	Horizon Wind 8799 Unit 102	Traveling Breeze 8694 Unit 102
Harizon Wind 8610 Unt 102		Horizon Wind 8810 Urt 102	Traveling Breeze 8764 Unit 102
Thursday (Sky 9440 Unit 102	Traveling Breeze 8005 Unit 102	Thunder Sky 9440 Unit 102	Traveling Breeze 8805 Unit 102
Torti Noon 8518 Unit 102		Tom Noon 8618 Unit 102	
G ₂	xa ved Defective at:	Address	liegazist
Addresses:	10	Addresses Inspected:	13
Percentage Defective:	779	of units or serves inspected	(1)

Violations of Codes and Standards:

- 2000 International Building Code Sections 719.1(2), 14.1.3 l. m.
 Table 719.1 Footnote o, Footnote 1 and Table 601-602

 Gypsum Association-17th Edition of the Fire Resistance Design
- 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.

Preliminary Defect List & Repair Recommendations January 7, 2008

FOR MEDIATION PURPOSES ONLY.
N.R.S. 48,109 and N.R.S.46,686

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.

FOR MEDIATION PURPOSES ONLY. N.R.S. 48,109 and N.R.S.40.680

Preliminary Defect List & Repair Recommendations January 7, 2008

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.

(Jewwed I	kietivest:	Addresses lospec	det
Addesi	Address	Address	Akhes:
	Tom Noon 8788 Unit 101	Horizon Wind 8749 Unit 101	Torn Noon 8788 Unit 101
	Tom Noon 8828 Unit 101	Horizon Wind 8760 Link 101	Tom Noon 8828 Unit 101
		Thunder Sky 9480 Livil 101	Traveling Breeze 8694 Unit 101
xm/Noon 9538 Unit 101		Tom Noon 8638 Unit 101	Traveling Brecze 8785 Unit 101
	(Inred Distinct:	Addresses	Inspected
Addresses:	3	Addresses Inspected:	8
erentee Delective:		3% of units or areas inspected	

3 of 8 tested 38% at unit/plan 101

(Exerted Deli	rtive at:	Address Impoto	
Arklress:	Address:	Address:	Address
		Horizon Wind 8810 Unt 102	Traveling Breeze 8805 Unit 102
CONTRACTOR		Thurder Sky 9440 Unit 102	
C	incred Riedie d:	Arkireses In	queteti
Addresses	0	Addresses Imperiori:	3
Elyppocestyran I balastiran	0%	of units or areas inspected	

0 of 3 tested 0% at unit/plan 102

Observed Defective at:		Addresses imperied:	
Aukhess:	Akiresc	Address	Arkines:
brizon Wind 8670 Unit 103	:	Horizon Wind 8670 Unit 103	Tom Noon 8679 Unit 103
		Horizon Wind 8730 Unit 103	Traveling Expesse 8645 Unit 103
	Traveling Breeze 8775 Unit 103	Horizon Wind 8740 Unit 103	Traveling Breeze 8775 Unit 103
		Horizon Wind 8759 Unit 103	Traveling Brezze 8824 Unit 103
k kelenderkonskriverende kelendoderkonskriverende kompten eta		Thurder Sky 9440 Unit 103	8
Observed Defective at:		Address Inspecial:	
Addresses	2	Address Inspecial:	9
enemage Defective:	22%	of units or areas inspected	

2 of 9 tested 22% at unit/plan 103

5 of 20 tested=25%

Preliminary Defect List & Repair Recommendations January 7, 2008

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

10.0 FIRE RESISTIVE CONSTRUCTION

Violations of Codes and Standards:

- 2000 International Building Code Sections 719.1(2), 14.1.3 l, m, Table 719.1 Footnote o, 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:

- 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, comer to comer.
- D. Re-install property to original locations.

Preliminary Defect List & Repair Recommendations January 7, 2008

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

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.

Owersed Defective at:		Addresses Inspected:	
Address:	Address:	Address	Address:
		Horizon Wind 8550 Unit 101	Tom Noon 8788 Und 107
:		Horizon Wind 8749 Unit 101	Tom Noon 8628 Lind 101
Horizon Wind 8760 Unit 101		Horizon Wind 8750 Unit 101	Travelng Bresze 8694 Unit 101
	Traveling Breeze 8785 Unit 101	Thumaer Sky 9480 Unit 101	Traveling Sceeze 8765 Linit 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:		Addresses Inspected:	
Address:	Address	Actions	Askiress
·	Tom Noon 8616 Unit 102	Horizor: Wind 8839 Line 102	Tom Nach \$618 Unit 192
	Tom Noon 6759 Unit 102	Horizon Wind 8660 Urst 102	Tom Nexon 8756 Unit 192
Horizon Wirkl 8749 Unit 102		Horizon Wind 8749 (8%t 102	Traveling Every 8585 Unit 102
	Traveling Breeze 8764 Unit 102	Horizon Wind 8799 Urst 102	Traveling Breeze 8574 Unit 102
		Horizon Wind 8810 Lint 108	Traveling Breeze 8904 Unit 102
and his parter is the first of the first of the first and the first of the first o	200000000000000000000000000000000000000	Thurster Sky 9440 test 102	Travaling Experts 5764 Unit 102
	Traveling Breeze 8805 Unit 102		Traveling Science 8805 Unit 102
Observed Defective at:		Address Inspectati	
Addresses:	5	Addresses Inspected:	13
ercenage Defective:	3	A of units or areas inspected	

5 of 13 tested 38% at unit/plan 102

Observed Defective at:		Arkireses Inspected:	
Address:	Address:	Address:	Aikires:
		Horizon Wind 8549 Unit 103	Thursder Sky 9440 Linit 103
Horizon Wind 8650 Unit 103	Tom Noon 8579 Unit 103	Horizon Wind 8650 Unit 100	Tom Noon 9679 Unit 103
Horizon Wind 8670 Unit 103	Traveling Breeze 9645 Unit 103	Horizon Wind 8676 Unit 303	Traveling Breeze 8645 Unit 103
rv 🔨 tils ti r res sambashang gja gja pra ma memerepen pengambasan menguiban kasasan at penga at		Horizon Wind 8730 Unit 163	Traveing Erseze 8775 Unit 163
ACTION OF THE PROPERTY OF THE		Horizon Wind 8740 Unit 103	Traveling Bresse 6824 Unit 103
***************************************		Horizon Wind 8759 Unit 103	
		Horizon Wind 8789 Unit 103	
Ç	Degreed Defective siz	Addresses b	ispeciali
Addresses:	4	Addresses Imperied:	11
errensme Defective:	3/9	of units or areas inspected	

4 of 11 tested 36% at unit/plan 103

11 of 33 tested=33%

Preliminary Defect List & Repair Recommendations January 7, 2008

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

10.0 FIRE RESISTIVE CONSTRUCTION

Violations of Codes and Standards:

- 2000 International Building Code Sections 719.1(2), 14.1.3 l, m,
 Table 719.1 Footnote o, 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.

Preliminary Defect List & Repair Recommendations January 7, 2008

FOR MEDIATION PURPOSES ONLY. N.R.S. 48,109 and N.R.S.46,680

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 Del	00.1000/10002170010000000000000000000000000	Addresses Impacts	
Autobress: Horizon VVrio 8650 Unit 101	Address:	Auktres: Horizon Wind 8550 Unit 101	Address:
Harran Waxi S745 Lini 101		Horizon Wind 8749 Line 161	Tom Noon 8626 Unit 151
Haveon Waxi 8760 Lau 101	Traveling Breeze 8694 Unit 101	Horizon Wing 8780 Unit 101	Treveling Breeze 8634 Unit 103
The service of the se		Thunder Sky 3480 Link 101	Traveling Breeze 8765 Unit 101
Tom Noon 8938 Unit 101		Tom Noon 8838 Unit 101	
Ω	Isserved Defective at:	Addresses L	nspected:
Addresses:	.5	Addresses Inspected:	3
Percentine Defective:	509	of units or areas inspected	

5 of 9 tested 56% at unit/plan 101

Observed Defective at: Address:	Address:	Addresses inspected: Address:	Addres:
Horizon Wind 8539 Unit 102	atograndintalisis isti antikonandintanon interasionan antikon antikon antikon antikon antikon antikon antikon L	Horizon Wind 8639 Unit 102	Tom Noon 8618 Lbs: 102
Horizon Wind 8660 Unit 102		Horizon Wind 8680 Link 102	Tom Noon 8758 Ust 102
Horizon Wind 6749 Unit 102		Horizon Wind 8749 Unit 162	Traveling Bresze 8665 Unit 102
Horizon Wind 8799 Unit 102	Traveling Breeze 8674 Unit 102	Horizon Wind 8799 Unit 103	Traveling Brasse 8674 Ust 102
Thunder Sky 9440 Unit 102		Horizon Wind 8810 Unt 102	Traveling Breeze 8694 Unit 102
	Traveling Breeze 8694 Unit 102	Thunder Sky 9440 Ural 100	Traveling Breeze 6754 Urst 102
Horizon Wind 8810 Unt 102	Traveling Breeze 8764 Unit 102	Horizon Wind 8810 Uni 102	Traveling Breeze 8905 Unit 102
Observed Defective at:		Addresses Inspected:	
Addressest	\$	Addresses Inspected:	14
Preventage Defective:	64.9	of mits or areas inspected	

9 of 14 tested 64% at unit/plan 102

(ibserved Dei	ective at:	Addresses luspect	edi
Address:	Address:	Address:	Addrest:
		Horizon Wind 8649 Linit 103	
Horizon Wind 8650 Unit 103	Thunder Sky 9440 Unit 103	Horizon Wind 8650 Linit 103	Thumber Sky 9440 Unit 103
Horizon Wind 8670 Unit 103	Tom Noon 8679 Unit 103	Horizon Wind 8670 Ural 103	Tom Naon 8679 Line 103
Horizon Wind 8730 Unit 103	Traveling Breeze 8645 Unit 193	Horizon Wind 8730 Link 103	Traveling Breeze 8645 List 103
Horizon Wind 8740 Unit 103		Horizon Wind 8740 Unit 103	Traveling Breeze 8775 Lint 103
Horizon Wind 8759 Unit 103		Horizon Wind 8758 (irst 103	Traveling Breeze 8834 Unit 109
Harixon Wind 8789 Unit 103		Horizon Wind 8739 Livit 103	
C	Received Defective at:	Leserbità	neiwied;
Addresses	3	Addresses Inspected:	13
Percentage Defective:	75.9	of mile or areas inswered	

9 of 12 tested 75% at unit/plan 103

23 of 34 tested=68%

Preliminary Defect List & Repair Recommendations January 7, 2008

FOR MEDIATION PURPOSES ONLY. N.R.S. 48.109 and N.R.S.40.688

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.

Preliminary Defect List & Repair Recommendations January 7, 2008

FOR MEDIATION PURPOSES ONLY. N.R.S. 48,189 and N.R.S. 40,686

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.

			opere 65. Sin Garage a disamber e e e e e e e e e e e e e e e e e e
Observed Defective	at:	Addresses in	specied:
79777	Aggress:	ACRIFICAL.	2/2/11/12/
	•	101 ks/1 8038 nock/ Tom 1450n	
Tre	weling Breeze 8785 Linit 101-	stairs	Travelno Breeze 9788 Unit 101
			A CONTRACTOR OF THE PROPERTY O
om Noon 8828 Unit 161-stairs		101 find 8238 Lini 101	
Observa	ed Defective at:	Addre	sses Inspected
Addresses:	2	Addresses Impacted:	3
ercentage Defective:		67% of units or arrest inspected	

2 of 3 tested 66% at unit/plan 101

Observed Dei Address:	ferive at: Address	Addresses for Addresses	pected: Address:
			Traveling Brepze 8894 Linit 102
	Traveling Breeze 8805 Unit 102-stairs	Tom Noon 8758 Link 102	Traveling Breaze 8805 Unit 102
(Observed Defective at:	Addres	ses Inspected:
Addresses:	1	Addresses Imported:	3 ****
Percentage Defective:	33%	of units or areas inspected	

1 of 3 tested 33% at unit/plan 102

Observed Defect		Addresses bry	ectri:
Address	Address:	Athres:	Adms
Tom Noon 8679 Linst 108-stairs		Tom Noon 8678 Unit 103	
	y a - i didigan ny higy his is i a kining main ni minin magan is a kinin ni minin impin kemanta minin mina maga		~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~
		, , , , , , , , , , , , , , , , , , ,	
Obs	erved Defective at:	Address	es Inspectuals
Addresses	1	Addresses Irespected:	1/2
Percentage Defective:	100%	of units or areas inspected	

1 of 1 tested 100% at unit/plan 103

4 of 7 tested=57%

Preliminary Defect List & Repair Recommendations January 7, 2008

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

10.0 FIRE RESISTIVE CONSTRUCTION

Violations of Codes and Standards:

- 2000 International Building Code Sections 719.1(2), 14.1.3 l, m, Table 719.1 Footnote o, 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.

Preliminary Defect List & Repair Recommendations January 7, 2008

FOR MEDIATION PURPOSES ONLY. N.R.S. 48.169 and N.R.S.46.686

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	Address: Impered:	Address:
-brizon Wind 8729 Unit 101	A Strategy to like	Horizon Wind 8729 Unit 101	Thunder Sky 9480 Unit 101
brizon Wind 8749 Unit 101	Tom Noon 8636 Unit 101	Horizon Wind 8749 Unit 101	Torn Noon 8638 Unit 101
Horizon Wind 8760 Unit 101	Tom Noon 8788 Unit 101	Horizon Wind 8760 Unit 101	Tom Noon 8788 Unit 101
THE RESERVE WAS THE REPORT OF THE RESERVE WAS THE RESERVE THE PROPERTY OF THE	Tam Noon 8823 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:		Address: Inspecial:	
Addresses:	S	Addresses Inspected:	9
Percentine Defective	899	of units or areas inspected	

8 of 9 tested 89% at unit/plan 101

(Rectred De	fective at:	Addresses inspe	ctexit:
Address:	Address:	Address	Address
	Tom Noon 8618 Unit 102	Horizon Wind 8860 Linit 102	Tom Noon 8618 Unit 102
	Traveling Breeze 8665 Unit 102	Horizon Wind 8749 Unit 102	Treveling Breaze 8665 Unit 102
Horizon Wind 8810 Uni 102	Traveling Bresze 8674 Unit 102	Horizon Wind 9810 Unit 102	Travising Breeze 8674 Unit 102
Thunder Sky 9440 Unit 102		Thunder Sky 9440 Unit 102	Traveling Breeze 8764 Unit 102
	Received Defective at:	Address	Inspected:
Addresses:	5	Addreses inspected:	8
Percentage Defective:	639	of mile or area inspected	

5 of 8 tested 63 % at unit/plan 102

(Xocarrel Iki	ative at:	Address Inp	uted:
Address:	Address:	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 \$670 Unit 103	Traveling Breeze 8775 Unit 103
Horizon Wind 8730 Unit 103	Traveling Breeze 8824 Unit 103	Harizon Wind 8730 Unit 103	Traveling Breeze 8824 Unit 103
Honzon Wind 8740 Unit 103		Horizon Wind 8740 Unit 103	
Horizon Wind 8759 Unit 103		Harizan Wind 6759 Unit 103	
Harizon Wind 8789 Unit 103	TO SECURITY OF THE PROPERTY OF	Horizon Wind 8789 Unit 103	
Thunder Sky 9440 Unit 103		Thunder Sky 9440 Unit 103	
(Henryd Defective at:	Address	s inspecial:
Addresss:	10	Addresses Inspected:	10
Percentage Defective:	1009	of units or muse inspected	

10 of 10 tested 100% at unit/plan 103

23 of 27 tested=85%

Preliminary Defect List & Repair Recommendations January 7, 2008

FOR MEDIATION PURPOSES ONLY. N.R.S. 48,109 and N.R.S.40,689

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 comer.
- D. Re-install property to original locations.

Preliminary Defect List & Repair Recommendations January 7, 2008

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

10.0 FIRE RESISTIVE CONSTRUCTION

10.07 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.

Address: Horizon Wind 8650 Unit 101	Address: Thunder Sky 9480 Unit 101	Address: Horizon Wind 8653 Unit (fi)	Thursday Nev 8460 Unit 101
Horizon Wind 8729 Unit 101	Tom Noon 8636 Unit 101	Horizon Wind 8729 Linu 101	Fam Nace 8636 Unit (0)
Horizan Wina 8749 Unit 101	Tom Noon 9788 Unit 101	Horizon Wind 8749 Unit 101	Tom Neon 8788 Link 101
horizon Wind 8760 Unit 101:		Horizon Wind 8760 Link 101	Tom Noon 8828 Link 101
			Traveling Breeze 8694 Unit 101
	Trayeling Breeze 8785 Unit 101	1 (1.2.2.2	Traveling Breeze 8785 Unit 101
(bserved Defective at:	Addreses	sypociad:
Addresses	8	Addresses Inspected:	3: · · · · · · · · · · · · · · · · · · ·

8 of 10 tested 80% at unit/plan 101

Cincred fel Address:	Address:	Addresses Inspects Address:	Address
Horizon Wind 8639 Unit 102	Tom Noon 8618 Unit 102	Harizon Wind 8639 Unit 103	[Torn Noon 8518 Linit 102
Horizon Wind 8660 Unit 102	Tom Noon 6756 Unit 102	Horizon Wind 8660 Unit 102	Tom Noon 8758 Unit 102
Honzon Wind 8749 Unit 102	Traveling Breeze 8665 Unit 102	Horizon Wind 8749 Link 102	Theveling Breeze 8585 Unit 102
Horizon Wind 8799 Unit 102	Traveling Breeze 8674 Unit 102	Horizon Wind 8799 Unit 102	Traveling Breeze 8674 Unit 102
and the first state of the second state of the	Traveling Greeze 8694 Unit 102	Horizon Wind 8810 Littl 102	Traveling Breeze 9894 Unit 102
Thunder Sky 9440 Unit 102	Traveling Breeze 8764 Unit 102	Thursder Sky 9440 Link 102	Traveling Breeze 8764 Unit 102
	Traveling Breeze 8805 Unit 102	2	Traveling Breeze 8505 Unit 102
(Asserved Defective at:	Addresses i	ospected:
Addresses:	12	Addresses inspected:	13
Percentage Defective:	92%	of units or areas inspected	

12 of 13 tested 92% at unit/plan 102

Horizon Wind 8649 Unit 103	Horizon Wind 8789 Unit 103	Horizon Wind 8649 Urst 193	Figuran Wind 8789 Unit 103
Harizon Wind 8650 Unit 103	Thunder Sky 9440 Unit 103	Horizon Wind 8650 Unit 103	Trempor Sky 9440 Unit 103
Horizon Wind 8670 Unit 103	Tom Noon 8679 Unit 103	Horizon Wind 8670 Unit 103	Ton Noon 9679 Unit 103
Horizon Wind 8730 Unit 103	Traveling Breeze 8545 Unit 103	Horizon Wind 873@ Unit 103	Traviang Steaze 8645 Unit 103
Harizon Wind 8740 Unit 103	Traveling Breeze 8775 Unit 103	Horizon Wind 8740 Unit 103	Traveling Greeze 8775 Unit 103
forizon Wind 8759 Unit 103	Traveling Breeze 8824 Unit 103	Horizon Wind 8759 Unit 103	Traveling Steeze 8524 Unit 193
	Observed Defective at:	Addresses	Inspected:
Addresses	12	Addresses impected:	32
Percentage Defective:	\$(9)7	of units or areas inspected	

12 of 12 tested 100% at unit/plan 103

32 of 35 tested=91%

Preliminary Defect List & Repair Recommendations January 7, 2008

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

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, comer to corner.
- C. Re-install property to original locations.

Preliminary Defect List & Repair Recommendations January 7, 2008

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

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).

11.0 WALLBOARD

(læmall)	decine at	Askbuses ins	extick:
Address:	Address	Address	Addres:
		Horizon Wind S650 Unit 101	Tom Noon 8658 Unit 101
Horizon Wind 8669 Unit 101	Texts Noon \$717 Unit 101	Hariam Wirel 8669 Unit 101	Tom Noon 8717 Unit 101
Horizon Wasd 8729 Unit 101	CONTRACTOR DOCUMENTS OF THE PROPERTY OF THE PR	[Horizon Wind 8729 Unit 10]	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	Teen Noon \$818 Unit 101	Harizon Wirel 8749 Unit 101	Tom Noon \$815 Unit 101
Horizon Wind 8750 Linit 101		Hanizon Wand 8750 Unit 108	Tom Noon 8828 Unit 101
Horizon Wind 8760 Unit 101	Timeling Breeze 8644 Unit 101	Horizon Wind 8760 Unit 101	Traveling Breeze 8644 Unit 101
Herizon 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
Kerizon Wind 88(X) Cinit 101	2333300 TO TO TO THE THE TO TH	Herizon Wind 8800 Unit 101	Traveling Breeze 8725 Unit 101
Thander Sky 9440 Unit 10!		Thanker Sky 9440 Unit 101	Traveling Brozze 8755 Unit 101
		Thurder Sky 9480 Unit 101	Traveling Breeze 8765 Unit 101
Thunder Sky 9490 Unit 101	2 Anniversity was not a second and a second	Thursder Sky 9490 Unit 101	Traveling Breeze 8785 Unit 101
		Tom Noon 8638 Unit 101	Traveling Breeze 8805 Unit 101
	Okerved Defective at:	Address	es Inspected:
Addresses:	15	Addresses Inspecied:	28
Percentage Defective:	54	% of units or areas irrepected	

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

(Theory al Defective sit:		Addresses ling	natesi:
Address:	Arkhese	Address	Address:
		Horizon Wind 8689 Unst 102	Tom Noon 8618 Unit 102
		Horizon Ward 8000 Unit 102	Tom: Noon 8637 Unit 102
Horizon Wind 8679 Unit 102	Tom Neon 8647 Unit 102	Harizon Wind 8679 Unit 102	Tom Noon 8647 Unit 102
Horizon Wind 8729 Unit 102	Tam Noan 8668 Unit 102	Horizon Wind 8729 Unit 102	Tom Noon 8668 Unit 102
Horizon Wind 8740 Unit 102	Tom Noon 8579 Urit 102	Horizon Wind 8740 Unit 102	Torn Noon 8679 Unit 102
		Herizon Wind 8749 Unit 102	Tom Nexus 8689 Unit 102
A-N-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-	Tram Nixan 8718 Unit 102	Harizon Winei 8750 Unit 102	Tom Noon 8718 Unit 102
Horizon Wind 8759 Unit 102		Henizon Wind 8759 Unit 102	Torn Noon 8758 Unit 102
Horizon Wind 8760 Unit 102	Toru Neon 8768 Unit 102	Horizon Wind 8760 Urst 102	Tenn Noon 8768 Unit 102
Horizon Ward 8780 Unit 102	Tom Noon 8828 Unit 102	Horizon Wind 8780 Unit 102	Tom Noon 8828 Unit 102
Horizon Wind 8789 Unit 102	5 	Horizoe Wind 8789 Unit 102	Traveling Brosze 8654 Urát 102
Horizon Wind 8799 Unit 102	TO CONTRACTOR OF THE PROPERTY	Harizon 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 Espeze 8694 Unit 102
	***************************************	Thursder Sky 9440 Unit 102	Traveling Breeze 8764 Unit 102
Thunder Sky 9470 Unit 102	Traveling Breeze \$205 Unit 102	Thursder Sky 9470 Unit 102	Traveling Brozze 8805 Unit 102
· · · · · · · · · · · · · · · · · · ·	Cineral Defective at:	Address	es lossected
Addresses:	.16	Addresses Imperted:	32
Percentage Defective:	3)	% of units or some inspected	

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

(Aegreed laboring at:		Auktreses Inst	કર્વાસો.
Address	Address	Address	Address
Horizon Wind 8639 Unit 103	Thunker Sky 9460 Unit 103	Horizon Word 8639 Unit 103	Thursder Sky 9460 Unit 103
**************************************	Themsler Sky 9470 Unit 103	Horizon Wind 8640 Unit 103	Thanker Sky 9470 Unit 108
(min	CONTRACTOR PROGRAMMENT AND	Horizon Wind 8649 Unit 103	Torn Noon 8618 Unit 103
		Horizon Wind 8650 Unit 103	Torn Noon 8637 Unit 103
	***************************************	Horizan Wind 8670 Unit 103	Tuan Noon 8679 Unit 103
Horizon Word 8680 Unit 108	Tom Nean 8698 Unit 103	Parison Wind 8680 Unit 103	Tom Noon 8698 Unit 103
Horizon Wind 8729 Unit 109	Tean Noon 870% Unit 103	Horizon Winci 8729 Unit 103	Town Noon 8708 Unit 103
Horizon Wind \$730 Unit 108	Tom Noon 8718 Unit 103	Harizon Wind 8730 Unit 103	Tom Noon 2712 Unit 103
AND STATE OF THE PROPERTY OF T		Herizon Wirst 8740 Unit 103	Torn Noon 5757 Unit 103
Horizon Wind 8750 Unit 103	and the second s	Hosizon Wink! 8750 Unit 103	Tom Noon 8787 Unit 103
	£ .	Hexizon Wind \$759 Unit 103	Traveling Bresze 8645 Unit 103
Harizon Wind 8779 Unit 103		Horizon Wind 8779 Unit 103	Traveling Breeze 8694 Unit 103
		Horizon Wind 8789 Unit 103	Traveling Breeze 8744 Unit 103
mana Xina kananananan CCXXXXXXXIII madkirin kananaCXXXXII		Horizon Wind \$\$10 Unit 103	Traveling Breeze 8775 Unit 103
		Thunder Sky 9440 Unit 103	Traveling Brozze \$\$24 Unit 103
THE PERSON NAMED AND ADDRESS OF THE PERSON NAMED AND ADDRESS O		Thunder Sky 9450 Unit 103	
	Charvel Inferire at:	Address	es besecteik
Adreses	11	Addresses Inspected:	31
Percentare Defective	Sec.	k af mili er eres insestei	

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

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

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

FOR MEDIATION PURPOSES ONLY. N.R.S. 48.109 and N.R.S.48.686

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:

- 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).

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

Observed Defecti	re at:	Addresse ling	setel:
Address	Address	Address	Address:
***************************************		Horizon Wind 8650 Unit 101	Tom Noon 8658 Unit 101
		Haizer Wird 8669 Unit 101	Tom Noon 8717 Unit 101
	occuracy (nanow on more manufactural in a literatural 30% year or or manufactural 100%)	Herizon Word 8729 Unit 10i	Tom Noon 8718 Unit 101
	CONTRACTOR DESCRIPTION OF THE PROPERTY OF THE	Herizon Wind 8730 Unit 101	Tom Noon 8788 Unit 101
		Herizon Wirel 8749 Unit 101	Tom Noon 8218 Unit 101
		Harizon Wind 8750 Unit 101	Tom Noon 8528 Unit 101
	м у до ших и носто, колосторово во во во посто на на на на посто на на колосто и како во во	Harizan Wiral 8760 Unit 101	Traveling Brezze 8644 Unit 101
		Harizon Wind 8789 Unit 101	Traveling Broszc 8694 Unit 101
		Harizon Wind 8799 Unit 101	Traveling Breeze 8695 Unit 101
		Fknizan Winsi 8300 Chia 101	Traveling Breeze 8725 Unit 101
		Timeraker Sky 9440 Unit 101	Traveling Breeze 8755 Unit 101
	***************************************	Thunder Sky 9480 Unit 101	Traveling Breeze 8765 Unit 101
	((((((((((((((((((((((((((((((((((((((Thursky Sky 9490 Usit 101	Traveling Breeze 8785 Unit 101
		Tom Noon 8638 Unit 101	Traveling Bresze 8805 Unit 101
(Asse	rved Defective st:	Address	es inspecial:
Addresses:	(Addreses Inspected:	28
remage Defective:		0% of units or areas inspected	

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

(Agerred Defective at:		Addresses impected:		
Address	Address	Address	Address	
	NO.	Horizon Wind S639 Unit 192	Tom Noon 8618 Unit 102	
		Harizon West 8660 Unit 102	Tom: Noon 8637 Unit 102	
		Herizon Wind 8679 Unit 102	Tean News 8647 Unit 102	
		Heisen Wind 8729 Unit 102	Tom Noon 3668 Unit 102	
		Herizon Ward 8740 Unit 102	Tom:Noon 8679 Unit 102	
W. W	O CONTRACTOR OF THE PROPERTY O	Haxizan Wind 8749 Unit 102	Tean Neon 8689 Unit 102	
		Horizon Wind 8750 Unit 102	Tom Noon 8718 Unit 102	
orizan Wind 8759 Unit 102	Tom Noon 8758 Unit 102	Horizon Wind 8759 Unit 102	Tom Noon 8758 Unit 102	
	**************************************	Horizon Word \$750 Unit 102	Tonn Noon 8768 Unit 102	
	COLUMN THE REAL PROPERTY AND ADDRESS OF THE PROPERTY ADDRESS OF THE PR	Harizon Wind 8780 Unit 102	Tom Noon 8828 Unit 102	
	***************************************	Herizon Ward 8789 Unit 102	Traveling Brosze 8654 Unit 102	
**************************************		Horizon Wind \$799 Unit 102	Traveling Breeze 8665 Unit 102	
		Hexizon Wind 8810 Unit 102	Traveling Breeze 8674 Unit 102	
	*	Horizon Wind 8820 Unit 102	Traveling Breeze 8694 Unit 102	
THE PARTY OF THE P	ANTERNITOR OF THE PROPERTY OF	Thursky Sky 9440 Usis 102	Traveling Breeze \$764 Unit 102	
		Thursday Sky 9470 Urist 102	Traveling Breeze 8805 Unit 102	
	Cherved Defective at:	annan dagan magamatan katalan dagan baran katalan dagan baran katalan dagan baran baran baran baran baran bara	es lospected:	
Addresses:	2	Addresses Inspected:	32	
rentage Defective:		6% of units or areas inspected		

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

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

FOR MEDIATION PURPOSES ONLY. N.R.S. 48.109 and N.R.S.48.686

scitzski insermi	ac ac	Addresses Inspected:		
Addres:	Address	Address	Address:	
**************************************		Horizon Wind 8639 Unit 103	Transfer Sky 9460 Unit 103	
		Horizon Wind 8640 Unit 103	Transier Sky 9470 Unit 105	
***************************************	HOODEREE HOOODOOGEN KOOOOOOOOOOOOOOOOOOOOOOOOOOOOOOOOOOOO	Harizon Wind 8649 Unit 103	Tom Noon 8618 Unit 103	
		Horizon Wind 8650 Unit 103	Torn Noon 8637 Unit 103	
		Hisrican Wind 8670 Unit 103	Tom:Nxxxx 8679 Uni: 103	
AND COLUMN AND A SAME AND COLUMN	МОСИНИИ В В ВОМОСИТИТЕ ВИТУ РОТИ ВИТИТЕ РИМОТИ РИМОТО В ТОТОТОТОТОТОТОТОТОТОТОТОТОТОТОТОТО	Historia Wind \$680 Unit 103	Tom: Noon 8699 Unit 103	
	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	Horizan Wind 8729 Unit 103	Torn Noon 8708 Unit 103	
		Horizon Wind 8730 Unit 103	Tom Nexts 8718 Unit 103	
	A STATE OF THE STA	[Harizon Wind 8740 Urit 103	Torrs Noon 8757 Unit 103	
NOTICE OF STREET AND	COCKERNICATION CONTRACTOR CONTRACTOR CONTRACTOR AND CONTRACTOR AND CONTRACTOR	Horizon Wind 8750 Unit 103	Tom Noon 8787 Unit 103	
		Horizan Ward 8759 Unit 103	Traveling Breeze 8545 Unit 103	
***************************************	**************************************	Hkeizon Wind 8779 Unit 103	Traveling Breeze 8694 Unit 103	
\$	On national supplication of the supplication o	Horizon Wind 8789 Unit 103	Traveling Brosze 6744 Urot 103	
	KANIN-1924KKKKKKKANIN-KKKKANIN-KKKANIN-KKANIN-KKANIN-KKANIN-KKANIN-KKANIN-KKANIN-KKANIN-KKANIN-KKANIN-KKANIN-K	Horizon Wind 8810 Unit 103	Traveling Breeze 8775 Unit 103	
		Thunker Sky 9440 Unit 103	Traveling Brocce 8824 Unit 1913	
	H	Thursder Sky 9450 Unit 103	The state of the s	
Œ	ed Defective at:		e inședei:	
Addresses	£	Addresses Inspected:	33.	
urringe Defective	04	intrapalisarus or atmotio		

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

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

Preliminary Defect List & Repair Recommendations January 7, 2008

14.0 SUB-FLOORS

FOR MEDIATION PURPOSES ONLY. N.R.S. 48.109 and N.R.S. 40.688

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.
- 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.

Preliminary Defect List & Repair Recommendations January 7, 2008 FOR MEDIATION PURPOSES ONLY. N.R.S. 48.109 and N.R.S.40.680

14.0 SUB-FLOORS

(America Defective at:		Addresses Ins	evied:
Address	Adires	Address	Address:
Harizon Wlod 8650 Unit 101	ON THE PERSON OF STREET, THE STREET, S	Harizon Wind 8550 Unit 101	Tom Noon 8658 Unit 101
Horizon Wind 8669 Unit 101		Hosizon Ward 8669 Unit 101	Tom Noon \$717 Unit 101
Horizon Wind 8729 Unit 101	000000000000000000000000000000000000000	Horizon Wind 8729 Unit 101	Town Noon 8718 Unit 101
Horizon Wind 8730 Unit 101	Tom Noon 8788 Unit 101	Horizon Wind 8730 Unit 101	Tom Noon 3738 Unit 101
Horizon Wind 8749 Unit 101		Harizon Wind 8749 Unit 101	Torn Noon \$818 Unit 101
Horizon Wind 8750 Unit 101	A COLUMN TO THE PROPERTY OF TH	Horizon Wind 8750 Unit 101	Town Nove 8828 Unit 101
Horizon Wind 8760 Unit 101	Traveling Breeze 8644 Unit 101	Horizon Wind 8760 Uril 101	Traveling Breeze 8644 Unit 101
	Traveling Breeze \$694 Unit 101	Horizon Wind 8789 Unit 101	Traveling Breeze 8694 Unit 1())
Herizon Wirel 8799 Unit 101		Horizon Word 8799 Unit 101	Traveling Breeze 8695 Unit 101
Horizon Wind 8800 Unit 101	Traveling Breeze 8725 Unit 101	likeison Wind 880) Unit 101	Traveling Breeze 8725 Unit 101
Thunder Sky 9440 Unit 101	Traveling Breeze 8755 Unit 101	Thumsker Sky 9440 Unit 101	Traveling Breeze 8755 Unit 101
	Traveling Brezze 8765 Unit 101	Thunder Sky 9480 Unit 101	Traveling Breeze 8765 Unit 101
Thunder Sky 9490 Unit 101	Traveling Breeze 8785 Unit 101	Thansker Sky 9490 Unit 101	Traveling Breeze 8785 Unit 101
	CONTRACTOR OF THE PRODUCTION O	Tom Noon 8638 Unit 101	Traveling Breeze \$805 Unit 101
	Observed Defective at:	Address	es Inspected:
Addresses:	18	Addresses Inspected:	28
Percentage Defectives	64	% of units or areas inspected	

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

Observed Defective at:		Address leq	keled:
Address	Address	Address	Address
Horizon Wind 8639 Unit 102	Tom Nem 8618 Linit 102	Heizo Wini 8639 Lou 102	Tom Noon 8618 Unit 102
Fortzon Wind 8660 Unit 102	Torn Noon 8637 Unit 102	Horizon Wind 8660 Urás 102	Tom Noon 8637 Unit 102
-kvrizon Wind 8679 Unit 102	Torn Noon 8647 Unit 102	Horizon Wind 8679 Unit 102	Tom Nam 8647 Unit 102
Ameen Wind 8729 Unit 102	Tran Ikkan SkitS Unit 102	Hkwizon Wind 8729 Unit 102	Tom Noon 8568 Unit 102
		Horizon Wind 8740 Unit 102	Tom Noon 8679 Unit 102
/////////////////////////////////////	-	Horizon Wind 8749 Unit 102	Touri Noon 8689 Unit 102
-	Tom Pkon 8718 Link 102	Horizon Wind 5750 Unit 102	Tom Noon 8718 Unit 102
forizon Wirkl 8759 Unit 102	Tern Noon 8758 Unit 102	Horizon Wind 8759 Unit 102	Tom Noon 8758 Unit 102
-kvizon Wind 8760 Unit 102		Horizon Wirel 8760 Unit 102	Town Noven 8768 Unit 102
Forizon Wind \$780 Unit 102		Horizon Wind 8780 Unit 102	Tom Noon 8228 Unit 102
Enizon Wirst 8789 Unit 102	Traveling Brezze 8054 Unit 102	Horizon Wind 8789 Unit 102	Traveling Breeze 8654 Unit 102
kzizon Wind 8799 Unit 102	Traveling Breeze 8665 Unit 102	Herizon Wind 8799 Unit 102	Traveling Breeze 8665 Unit 102
Jorizon Wind SS10 Unit 102	Triveling Breeze 8574 Unit 102	Horizon Ward 8810 Urit 102	Traveling Breeze 8674 Unit 102
łorizon Wind 8820 Unit 102		Horizon Wind 8820 Unit 102	Traveling Breeze 8694 Unit 102
Omender Sky 9440 Unit 102	Traveling Breeze 8764 Unit 102	Thursder Sky 9440 Urit 102	Traveling Bresze 8764 Unit 102
Drunder Sky 9470 Unit 102	Traveling Breeze 8805 Unit 102	Thurster Sky 9470 Unit 102	Traveling Breeze 8805 Unit 102
	Observed Defective at:	Address	es lospeciali
Akiresies:		Addresses Inspecial:	32

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

Preliminary Defect List & Repair Recommendations January 7, 2008

14.0 SUB-FLOORS

FOR MEDIATION PURPOSES ONLY. N.R.S. 48.109 and N.R.S.46.686

Cherred Lefective at:		Addresses law	મત્રાઓ:
Address	Address	Akires	Address:
Harizon Ward 8639 Unit 100	Threader Sky 9460 Unit 103	Herizon Wind 8639 Unit 103	Thumder Sky 9460 Unit 103
verneg representation and The second	Thursder Sky 9470 Unit 103	Harizan Wind 8640 Unit 103	Thursder Sky 9470 Unit 105
	Tom Noon 8618 Unit 103	Horizon Wind 8649 Unit 1(1)	Torn Noon 8618 Unit 103
,我们也没有一个,我们也没有一个,我们就是一个,我们也没有一个,我们也没有一个,我们也没有一个,我们也没有一个,我们也没有一个,我们也没有一个,我们也没有一个,		Horizon Wind 8650 Unit 103	Tom Noon \$637 Unit 103
Horizon Wirel 8670 Unit 103		Harizon Wind 8670 Unit 103	Town Noon 8679 Unit 103
Harizan Wind SOSO Unit 103	Tem New 8698 Unit 103	Hkrizen Wird 8680 Unit 103	Tom Nexu 8678 Unit 103
kaizon Wind 8729 Unit 103	***************************************	Harizon Wind 8729 Unit 103	Timn Nam: 8708 Unit 103
		Horizon Wind 8730 Unit 103	Tom Noon 8718 Unit 103
Acrizon Winei 8740 Unit 103	Tem Nam 8757 Unit 103	Hanizon Word 8740 Unit 103	Tone Nikun 8757 Unit 103
Harizon Wird 8750 Unit 103	Tom Noon \$787 Unit 103	Harizon Wine 8750 Unit 103	Tom Nixon 8787 Unit 103
Horizon Wind \$7.59 Unit 103	Traveling Brosze \$645 Unit 103	Horizon Wind 8759 Unit 103	Traveling Breeze 8645 Unit 103
Brizan Wird 8779 Unit 103	Traveling Breeze 8694 Unit 103	Horizon Wirel 8779 Unit 103	Traveling Breeze 8694 Unit 103
***************************************	in the second	Harizan Wiral 8789 Unit 103	Traveling Breeze 8744 Unit 103
HER RESERVE HER MANAGEMAN AND AND AND AND AND AND AND AND AND A	Traveling Breeze 8775 Unit 103	Horizon Wind SS10 Unit 100	Traveling Breeze 8775 Unit 103
Thurster Sky 9440 Unit 103	Traveling Bresze 8824 Unit 103	Thunkker Sky 9440 Unit 103	Traveling Breeze 8524 Unit 103
Charader Sky 9450 Unit 103		Thunder Sky 9450 Unit 103	
. n. d. s. 200 m m m m. d. d. n. n. n. n. d.	Observed Defective at:	Address	es impected:
Addresses:	28	Addresses Inspected:	31

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

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

Preliminary Defect List & Repair Recommendations January 7, 2008

FOR MEDIATION PURPOSES ONLY. N.E.S. 48.189 and N.R.S.48.680

15.0 MISCELLANEOUS ARCHITECTURAL

15.01 Defect: Shower enclosure system failure; stained framing.

Location: Unit 102 showers enclosure.

(Ascres) (Marion at:		Addresses Insp	eckel:
Address:	Address	Address	Address
Haraon Wind 8639 Unit 102	Tom?4xm 8618 Unit 102	Horizon Wind 8639 Unit 102	Tom Noon 8618 I, init 102
COMMON COMMON COMMON COMMON STATEMENT AND STATEMENT ASSESSMENT OF THE STATEMENT ASSESSMENT OF THE STATEMENT	AND THE RESIDENCE OF THE PROPERTY OF THE PROPE	Fkoizar: Wind 8660 Unit 102	Tom Noon \$637 Unit 102
Harizon Wind 8679 Unit 102	Tom Nexas 8647 Unit 102	Herizon Wind 8679 Unit 102	Tom Noon 8647 Unit 102
Honzon Wind 8729 Unit 102	Tom Noon 8668 Unit 102	Horizan Wind 8729 Unit 102	Tom Noon 8668 Unit 102
	Tom Nova 8679 Unit 102	Horizon Wind \$740 Unit 102	Tom Noon 8679 Unit 102
No. Menocal Principal Manager V Horse China Construction (NAM CONTRACT	Tom Nexas 8689 Unit 102	Herizon Wind 8749 Unit 102	Tom Noon 8689 Unit 102
	Tom Noon 8718 Unit 102	Horizon Wind 8750 Unit 102	Tran Nexas 8718 Unit 102
krizan Wirki 8759 Unit 102	Tom Noon 8758 Unit 102	Horizon Wind 8759 Unit 102	Tern Nexus \$758 Unit 102
Arizan Wind 8760 Unit 102	000000000000000000000000000000000000000	Herizon Wind 8760 Unit 102	Tom Noon 8768 Unit 102
	Tom Now 8828 Unit 102	Horizon Wind 87(8) Limit 1(1)	Tom Nexa 8828 Unit 102
-krizon Wird 8789 Unit 102	Traveling Breeze 8654 Unit 102	Histoizon Wind 8789 Unit 102	Traveling Breeze 9654 Unit 102
Aurizon Wind 8799 Unit 102	Traveling Brocze 8965 Unit 102	Horizon Wind 8799 Unit 102	Traveling Process 8665 Unit 102
krizen Wirk! 8810 Unit 102		Fiorisan Wind \$\$10 Unit 102	Traveling Breeze 8674 Unit 102
	A STATE OF THE STA	Herizon Wind 882) Unit 102	Traveling Reese 8694 Unit K/2
Prunder Sky 9440 Unit 102	Traveling Breeze 8764 Unit 102	Thurster Sky 9440 Unit 102	Traveling Breeze 8764 Unit 1602
Thunder Sky 9470 Unit 162	Tracking Brezze 8835 Unit 1882	Thunder Sky 9170 Unit 102	Traveling Breeze 8805 Unit 102
	Charad Defective at:	Adres	es Inspecial:
Addresses	22	Address: Impatat	32
becomme Theorive:	643	% ex units or oran; 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 scalant.

Preliminary Defect List & Repair Recommendations January 7, 2008

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

15.0 MISCELLANEOUS ARCHITECTURAL

15.02 Defect: Exterior door paint failure; peeling.

Location: Unit 101 exterior doors leading to private balcony.

Cherred Delective at:		Addresses ling	eriel:
Address	Address	Address	Address
France Wind 8650 Unit 101	Tom Noon \$658 Unit 101	Herizon Wiral 8650 Unic 101	Tom Noon 8658 Unit 101
Herizon Wind Swift Unit 101	A CONTRACTOR OF THE PROPERTY O	Harizon Wind 8669 Unit 101	Tom Noon \$717 Unit 101
Harres West 87.297 feet 101	Tom Noon 8718 Unit 101	Horizon Wind 8729 Unit 101	Tom Noon 8718 Unit 101
Herren Worl 87/60 Ent 101	(Yorn Nicon 8788 Unit 101	Horizon Wind 8730 Unit 101	Torn Noon 8788 Unit 101
Hesiner Wirel \$740 Unit 101	Torn Noon 8818 Unit 101	Herizon Wind 8749 Unit 101	Tom Noon \$316 Unit 101
	TamiNoon 8828 Unit 101	Horizon Wind 8750 Unit 101	Tom Noon 8838 Unit 101
Haring: Wind \$760 Unit 101	Traveling Breeze 8644 Unit 101	Horizon Wand 8760 Unit 101	Traveling Breeze 8644 Unit 101
Heize: Wind \$789 Unit 101	Traveling Breeze 8694 Unit 101	Ekrizon Wind 8789 Unit 101	Traveling Breeze 8694 Unit 101
Hanka Wind STO Cont 101	Traveling Breeze 8695 Unit 101	Hisrizon Wind 8799 Unit 101	Traveling Breeze 8695 Unit 101
Hearing Worl SSE User 101	ENTROCK OF THE PROPERTY OF THE	Horizon Wind 8800 Unit 101	Traveling Breeze 8725 Unit 101
Thanker Sky 9440 User 101		Thursder Sky 9440 Unit 101	Traveling Brocze 8755 Unit 101
Danskr Sky 9480 Unit 101		Thurster Sky 9480 Unit 101	Traveling Breeze 8765 Unit 101
Thansler Sky 9490 Unit 101	Traveling Breeze 8785 Unit 101	Thunder Sky 9490 Unit 101	Traveling Bresze 8785 Unit 101
Toru Nessi 8638 Linit 1(81		Tern Noon 8638 Urst 101	Traveling Receze \$805 Unit 101
	Observed Defective of:	Ackbess	es inspecied:
Address:	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:

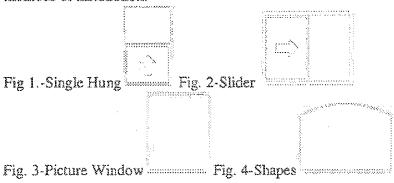
- A. At 79% of the Unit 101 exterior doors leading to the private balconies, remove existing paint.
- B. Apply two coats of exterior latex primer.
- C. Paint door to match existing

Preliminary Defect List & Repair Recommendations January 7, 2008

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

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:



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 bas:

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

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

Preliminary Defect List & Repair Recommendations January 7, 2008

16.0 WINDOWS

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

16.01 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.

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

Observed Defective st.	ar head.	***	VIN	Address Insperiod:			****
CONTRACTOR OF THE PROPERTY OF	Win	Address	79884		W)w		1269
	<u> </u>			Harizan Winci \$650 Unit 101		Tean Noon 8658 Unit 101	
		Tom News 8717 Unit 101		Hariam Wind 8669 Unit 101	17	Tom Noon 8717 Unit 101	17
		Torn.Non 8718 Unit 101	2	Harima Wind 8729 Unit 101	1 7	Tom Noon 8718 Unit 101	7
AAAAACOONOOCOOOOOOOOOOOOOOOOOOOOOOOOOOO		**************************************		Honizon Wind 8730 Unit 101	7	Team Noom 8788 Unit 101	7
				Horizon Wirst 8749 Unit 101	7	Tum Noon 8818 Unit 101	7
				Hibrizon Wirst 8750 Ursit 101	7	Tom Noon 8828 Unit 101	7
				Hodzon Wird 8760 Urst 101	7	Traveling Breeze 8644 Unit 101	7
**************************************				Harizon Winsi 8789 Unit 101	7	Traveling Breeze 8694 Unit 101	7
ZZZZZZZZZAAPZZPZZZZZZZZZZZZZZZZZZZZZZZ				Horizon Winsi 8799 Unit 101	7	Traveling Breeze 8695 Unit 101	7
		· · · · · · · · · · · · · · · · · · ·		Harima Wind 8800 Uris 101	7	Traveling Breeze 8725 Unit 101	7
nddanhaddanhaddanhaanddaddanoonaoc -renddaddachaard	-	***************************************		Thumbar Sky 9440 Unit 101	7	Traveling Brosse 8755 Unit 101	7
THE RESIDENCE AND ADDRESS AND THE APPLICATIVE TO A PROPERTY OF THE STATE OF THE STA	DOMESTICATION	NAMES AND THE STATE OF THE STAT		Thurster Sky 9480 Unit 101	7	Traveling Brezze 8765 Unis 101	7
00000000000000 0 00000000000000000000				Thursday Slay 9490 Unit 101	7	Traveling Breeze \$785 Unit 101	7
				Tom Noon 8538 Unit 101	7	Traveling Breeze 8805 Unit 101	7
Observed Defective at:				Address Impedal:			
Addresses:	2	Windows	3	Addresses looperied:	28	Windows Inspected.	196
examine Defective:	2%	observed estective		74/44-44444			

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

Observed Defective etc	130 00000			Addresses Inspector			
Address	Waw	Address	W.	Address	}\\U	Address	Way
***************************************	[-	Harizan Wasi 8639 Unit 102	9	Toro Moon 8618 Unit 102	7
1022-2020-2020-2020-2020-2020			1	Horizon Winsi 8560 Unit 102	9	Tom Noon \$637 Unit 102	9
T. P. C.				Pknizen Wasi 8679 Linit 102	9	Them Novan 8647 Linit 102.	9
***************************************				Harizon Wirel 8729 Unit 102	9	Tom Noon 8668 Unit 192	7
***************************************		***************************************		Herizam Wind 8740 Unit 102	9	Tom Noon 8070 Unit 102	9
PER PROPERTY AND	**************************************			Fixing Rhod 8749 Unit 102	9	Tom Noon 8689 Unit 140	9
	Same and the same	mithich in moral is the instruction of the instruct		Horizon What 8750 Unit 102	9	Tom Noon 8718 Unit 102	7
***************************************		**************************************	1	Herizeri Wirst 8759 Thit 102	9	Tom Neen 8758 Unit 102	7
www.ka.db.xbabbahannennennennennannabenennen		***************************************	1	Herizon Wast 8760 Unit 102	9	Tom Nexas \$768 Link 102	7
**************************************		<u>kan panan na kanan kanja kanipa kata ja pajan ja ka kata kata kita kaji maja kanja ja</u>		Horizon Winel 8780 Unit 102	7	Tom:Noon 8828 Unik 102	7
		DEEL PRODUCTION OF THE PRODUCT		History Wind 8789 Unit 102	7	Traveling Breeze 8654 Unit 102	9
<u></u>				Hisiam Wind 8799 Unit 102	9	Traveling Breeze 8565 Unit 102	7
			***************************************	Hodzon Wind SS10 Chil. 102	8	Traveling Rever 8674 Unit 102	9
				Horizon Winci SSOO Chris 102	9	Traveling Broom 8694 Unit 102	9
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	}	and the second s		Thumker Sky 9440 Unit 102	7	Traveling Breeze 8764 Unit 102	9
	************	·		Thankin Sky 9470 Unit 102	7	Traveling Breeze 8805 Unit 102	7
Observed Defective at:				Address Imparial:			
Addresss	n	Windows	0	Addresses Impacted:	32	Windows Inspected:	254
stracke Defective:	0%	obesved defective	менесованной	<u></u>			

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

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

Observed Defective at:				Addresses Inspected:	2.00.200		
Address	Wdq	Address	7463**	Address	VVČ19	Address	VKIW
				Harizon Wind 8639 Usis 103	8	Thunder Sky 9460 Univ 103	8
			3,11,10,11,11,11,11,11,11,11,11,11,11,11,	Horizon Wind 8640 Unit 103	9	Thunder Sky 9470 Unit 103] 5
				Fixmizon Wind 8649 Unit 103	8	Tom Noon 8518 Unit 103	8
				Fixing Wind 8650 Unit 103	9	Torn Noon 8637 Unit 193	9
				Filorizon Word 8670 Unit 103	9	Tom Noon 8679 Linit 103	9
		- X		Horizon Wind \$680 Linit 103	9	Tom Noon 8698 Unit 103	8
	}	NACONA CANADA NA		Horizon Wind 8729 Unit 103	8	Tom Noon 8708 Unit 103	8
COCCOCCIONICIO DE CONTROL LA AMERICANA DE CONTROL EN TRANSPORTACIONES EN		Town Noon 8718 Unit 103	1	Harizon Wind 8730 Unit 103	9	Tom Noon 8718 Unit 103	8
				Harizan Wiral 8740 Urit 163	9	Torn Noon 8757 Unit 193	9
		***************************************		Hoxizon Winei 8750 Unit 103	9	Torm Noon 8787 Unit 103] 8
		***************************************		Horizon Wind 8759 Unit 103	9	Traveling Bresze 8645 Unit 103	3
				Harizon Wind 8779 Unit 103	8	Traveling Brozze 8694 Unit 103	7
				Florizon Wind 8789 Unit 103	8	Traveling Breeze 8744 Unit 103	8
		OCCUPANT AND ADDRESS OF THE PROPERTY OF THE PR		Horizon Wind 8810 Unit 103	9	Traveling Breeze 8775 Unit 103	8
Thursder Sky 9440 Unit 103	1			Thursday Sky 9440 Unit 193	8	Traveling Breeze \$824 Unit 103	8
Timenier Sky 9450 Urst 103	2			Thunder Sky 9450 Unit 103	8		
Observal Defective at:				Addreses Impedial:			
Addresses	3	Windows:	4	Adireses Inspected:	31	Windows Inspected:	259
Parange Daixine:	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

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

FOR MEDIATION PURPOSES ONLY. N.R.S. 48.109 and N.R.S.46.680

16.02 Defect: Window installation failure; water intrusion during spray test.

Location: At weather exposed windows.

	Observe	d Defective at:		Ackire	instrugent soc
Askinss:	Wixins	Address	Withe	Address	Address:
Thunder Sky 9480 Unit 101.		Tom Noon 9538 Unit 101	1.	group and any office dript rain	Tom Noon 8636 Unit 101
The state of the s				Honzon Wirkl 8650 Uni 101	Tom Noon 8828 Unit 101
					Traveling Bresse 6785 Unit 101
O	Received Del	edive at:		Addresses	Inspected:
Addresses	2	Windows:	2	Addresses Inspected:	3
Percentage Defective:	40%	of units or areas inspected			

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

	Own	d Defective at:		Aich	ese justanti
Audres:	Winter	Address	Wishes	Minem	Address
Horizon Wind 8639 Unit 102		Traveling Breeze 8574 Unit 102	1	Horam Wee 2009 Unt 100	Tom Noon 8618 Unt 102
Honzon Wind 8560 Unit 102	1			Horizon Who 8960 Unit 102	Tom Non-Bros Uni 102
Horizon Wind 8749 Unit 102		ородинацију, молофивалного повина ополителного пода пода пода пода пода пода пода под	CHAIR MINISTER MANAGEMENT	Horizon Verti 8749 Unit 102	Traveling Sheeze 3865 Unit 102
Thunder Sky 9440 Unit 102				Horizon Ward 8799 Unit 102	Traveling Brisse 8674 Unit 102
	*********			Thurder Sky 9440 Unit 102	Traveling Breeze 8394 Linit 102
				Horizon Wind & FIG Unit 102	Travelog Green S764 Lin 102
C	bearwal Des	edive et:		Addresses	Inspecial:
Adresses	Š	zerobxáW	5	Address inspected:	12
Parentge Deletive:	42%	of write or errors inspected			

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

	(Xexerve	d Defective at:		Addit	ses luspoini
Address:	Windows	Aikhese	Windows	Address	Address
Horizon Wind 8849 Unit 103	ì	prompto processor and the second control of			Tam Naan 8679 Unit 103
Horizon Wind 8650 Unit 103	1	Avint-bi-bi-bi-bi-bi-bi-bi-bi-bi-bi-bi-bi-bi-		Horizon Wind 8650 Unit 103	Traveling Breeze 5775 Unit 103
		NON-000-00-00-00-00-00-00-00-00-00-00-00-0		Horizon Wind 8670 Unit 103	
The state of the s		paramentaning tanggaran ang ang ang ang ang ang ang ang ang a		Horizon Wind 8730 Util 103	
				Horizon Wind 8740 Unit 103	
EDDLESS WELL STORY				Horizon Wind 8789 Unit 103	
AND THE PROPERTY OF THE PROPER					
0	(Keryeli Def	edije si:		Addresses	Inspected
Addresses	2	Vitalius	2	Addresses Inspected:	8
Percentage Defective:	25%	ek eusis en eusse inspecial		20.20	

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

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

Preliminary Defect List & Repair Recommendations January 7, 2008

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

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.

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

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

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

frame).

Location: At weather exposed windows.

		^^***		**************************************	
	Observe	d Defective at:		Aithr	ses Imperiori
Address	Wixins	Address.	Wades	Aikkee	Address
Thunder Sky 9480 Unit 101		Tom Noon 6638 Unit 101	1	Thurda Sky 9480 Lini 101	Tom Naxas assail Lane 10:
Horizon Wind 8650 Linit 101		Tom Noon 8828 Unit 101	1.	Honzon Wind State Unit 191	Combine 822 Line 101
		Traveling Breeze 8785 Unit 101	J		Traveling Execute 5765 Link 101
O	beerved Del	etive at:		Auktreses	lispaini:
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

	(Xxxxve	d Defective at:		,Addre	ses Inspecied:
Acidrose:	Wixhus	Address	Windys	Address	Address
Horizon Wind 8639 Unit 102		Tom Noon 8618 Unit 102	}	Horizon Wind 8639 Unit 102	Tom Noon 8618 Unit 102
Honzon Wind 8660 Unit 102]	Tom Noon 8758 Unit 102		Honzon Wind 8560 Unit 102	Tom Noon 8758 Unit 102
Honzon Wind 8749 Unit 102	I	Traveling Breeze 8565 Unit 102		Horizon Wind 8749 Unit 102	Traveling Breeze 8965 Unit 102
Horizon Wind 8799 Unit 102.		Traveling Breeze 8674 Unit 102	l	Horizon Wind 8799 Urt. 102	Traveling Breeze 8674 Unit 102
Trunder Sky 9440 Unit 102	1	Traveling Breeze 8664 Unit 102		Thursder Sky 9440 Unit 102	Traveling Breeze 8694 Unit 102
Horizon Wind 8810 Unit 102	Ĵ	Traveling Breeze 8764 Unit 102	į	Horizon Wind 8810 Unit 102	Traveling Breeze 8764 Unit 102
0	kerveilke	ndivest:		Address	Inspected:
Addresses	12	Windows:	12	Address Impeded:	12
Perostage Defective:	100%	of wait or mess isspecied			

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

	Cireave	d Defective at:		Acklinessee finguarinsi:		
Arkitress:	Vintes	Address	Mixims	Address:	Aikbrose	
Horzon Wind 8649 Unit 103	1	Tom Noon 8679 Unit 103		Profizon Wind Bloke Line 103	Tom Noon Build Line 100	
Horizon Wind 8650 Unit 103	1	Traveling Breeze 8775 Unit 103	1	Honzon Wind 8630 Ura 183	Transpiring Breezes 8775 Unit 103	
Horizon Wind 8670 Unit 103)			Horizon Wind 8670 Unit 103		
Horizon Wind 8730 Unit 103	į			Horizon Wind 9730 Unit 103		
Haizon Wind 8740 Unit 103				Horizon Wind 8740 UNI 188		
Honzon Wind 8789 Unit 103]	***************************************		Hanzon Wine: 8789 Link 105		
0	savad Del	odirest:		Addresss	i Impetel:	
Addresses:	8	Winkows:	8	Addresses Inspected:	. 	
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

Preliminary Defect List & Repair Recommendations January 7, 2008

16.0 WINDOWS

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

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 (<u>Wire Tex -ER-3878</u>).
- Standard of Care.

Resultant Damage:

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

Preliminary Defect List & Repair Recommendations January 7, 2008

16.0 WINDOWS

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.
- 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.
- Install new building paper in a "weather board" fashion with new Moistop paper flashing. Provide a minimum 6-inch side lap and 2inch head lap with existing building paper.
- J. Patch One Coat stucco system around the window perimeter per manufacturer's specifications using a bonding agent at the cold joints with texture and paint to match existing.
- K. Apply paint to entire window wall plane to match existing.
- 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).

Preliminary Defect List & Repair Recommendations January 7, 2008

16.0 WINDOWS

FOR MEDIATION PURPOSES ONLY. N.R.S. 48.109 and N.R.S.40.660

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

behind nail fin.

Location: At weather exposed windows.

	Observe	d Defective at:		Aukire	sees imperied:
Ackinss:	Washes	Address	Windows	Address	Address:
Trunder Sky 9480 Unit 101	1	Tom Noon 8536 Unit 101	l.	Thurber Sky 9480 Unit 101	Tom Noon 8638 Unit 101
- Carlo Committee	**************************************	Tom Noon 8628 Unit 101	l	Horizon Wind \$650 Lint 101	Tom Noos 8828 Unit 101
		Traveling Breeze 8785 Unit 101	İ		Traveling breeze 8765 Line 101
	beerved Def	etive a:		Addresses	liepotini
Addresses:	A)	Windows:	. 4	Addresses Inspected:	.5
Parcentage Defective:	80%	of units or areas inspected			

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

	Otsers	ni Defective et:		Air	eses insperant
Address:	Windes	Address	Water	Address:	Aikitese
		онносторовносопинановковко напримененности		Hoizon Witt 8638 Unit 108	Tom Noon 8618 Link 102
				Honzon Wate Stell Unit 1822	Tom Noon 8756 Unit 102
				Horizon West 5749 Unit 102	Traverng Sreeze 8665 Umil 102
***************************************				Honzon Wed 6799 Unit 102	Traveing Bresse 8674 Lint 102
		Traveling Breeze 8694 Unit 102	}	Thurder Sky 9440 Util 102	Travesing Breeze 6694 Unit 102
NAME OF THE OWNER OWNER OF THE OWNER OWNER OF THE OWNER OWNE		Traveling Breeze 8764 Unit 102	1	Harizan West SETO Unit 192	Traveling Breeze 8764 Unit 102
	Observed Des	edive st:		Auktresses	lospecied:
Addresss	2	Whaleus:	2	Arkhenes Impeded:	12
Percentage Defective:	17%	of units or were inspecied			

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

	Observe	d Descrive et		Ackire	ses Inspecient
Address:	Windows	Address	Winders	Address:	Address
		and in the second secon	(Name of the latest of the lat	Honzon Wind 8649 Unit 103	Tom Noon 8679 Unit 103
				Honzon Wind 8650 Unit 103	Traveling Breeze 8775 Unit 103
				Horizon Wind 8670 Unit 103	
Horizon Wind 8730 Unit 103	ì			Horizon Wind 8730 Unit 103	
Florizori Wind 8740 Unit 103	i.	E.		Horizon Wind 8740 Unit 103	
				Horizon Winei 8789 Unit 103	
parametric description in maintiper 14 Millione in my propriet propriet in my market from prince of a prince of a grand of a second of a s					
£ C	bserwd Dei	kiks:		Addresses	Inspected:
Addresses:	2	Viniows:	2	Addresses Inspected:	8
Percentage Defective:	25%	af centis or areas inspected.			

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

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

Preliminary Defect List & Repair Recommendations January 7, 2008

16.0 WINDOWS

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

Violations of Codes and Standards:

- 2000 International Building Code Sections 1403.2, 1404.2, 1405.2, and 1405.3.
- 2000 International Building Code Commentary Sections 1403.2, 1404.2, 1405.2, and 1405.3.
- Plaster and Drywall Systems Manual, 3rd Edition, 1988
 "Penetration Flashing Recommendations".
- Window Manufacturers Specifications (Alenco).
- CAWM Standard for Installation of Windows With Integral Mounting 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.

Preliminary Defect List & Repair Recommendations January 7, 2008

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.

	Observe	d lkfertive at:		Aikhr	eses longuezieri:
Acidress	Windows	Address	Mixius	Aukken.	Address
Thunder Sky 9480 Unit 101	1	AND THE RESIDENCE OF THE PROPERTY OF THE PROPE		Thunder Sky 9460 Limit 107	Tom Noon 8636 Unit 101
Horizon Wind 8650 Unit 101		A Michigan Angelon and American Angelon Angelon and American Angelon and American Angelon and American Angelon and American Angelon and		Honzon Wind 8550 Unit 101	Toms Noon 88828 Unit 101
					Traveling Brews 8785 Unit 101
£	iscovni Dei	ective at:		Addresses	inspectical:
Addresses	. 2	Wiedows	2	Addresses Inspected:	5
Peromiage Defective:	40%	of units or areas inspected			

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

	Observe	d Defective at:		Addre	sus ingected:
Ackiness:	Wikies	Address	Windyes	Address	Address
			<u> </u>	Horizon Wind 8639 Unit 102	Tom Noon 8618 Unit 102
Horizon Wind 8660 Unit 102	I			Honzon Wind Socia Unit 102	Tom Noon 8758 Unit 102
Honzon Wind 8749 Unit 102	- Indiana - Indi	e wiede de werde de earliet europe en de entre de la company de la compa	- in the second	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]	Thursder Sky 9440 Unit 102	Traveling Breeze 8594 Unit 102
**************************************		Traveling Breeze 6764 Unit 102)	Horizon Wind 8810 Unit 102	Traveling Bresze 8/64 Lmt 102
0	bserved Del	wive at:		Addresss	inspected:
Addresses	4	· Windows:	4	Address Inspected:	12
Percentage Defective:	33%	of units or arese inspected			

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

	Olectve	al Defective at:	Addreses Inspected:		
Ackiness:	Wikiws	Address	Winins	Address:	Address:
<u> </u>	**********	O CONTRACTOR OF CONTRACTOR WITH A PROPERTY OF THE PROPERTY OF		Harizan Wito 8689 Unit 103	Tom Noon 8679 Unit 133
Horizon Wind 8650 Unit 103	1	gartenari, salan gartenarian mananarian mananarian mananarian mananarian mananarian mananarian mananarian mana		Horizon Watt 6550 Care 103	Traiveling Growing 8775 Unit 193
	-			Horizon Whod 9670 Unit 103	
Horizon Wind 8730 Unit 103	1	And the state of t	}	Honzon Wind 5730 Unit 103	
Horizon Wind 8740 Unit 103	1			Horizon Wind 5, 40 Unit 122	
CONTRACTOR - NOT PRODUCTION OF THE CONTRACTOR OF				Horizon Wind 6789 Unit 100	
					170.000 (190.00 17.00
0	werved Des	kaliye si:		Addreses	lmpateli
Addresses	3	Winderen	3	Addreses inspecial:	8
Percentage Defective:	38%	franks or muse kepperied			

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

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

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

FOR MEDIATION PURPOSES ONLY. N.R.S. 48.109 and N.R.S.40,680

Violations of Codes and Standards:

- 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.

Preliminary Defect List & Repair Recommendations January 7, 2008

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

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

See details below:

Figure 1

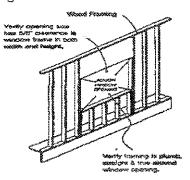
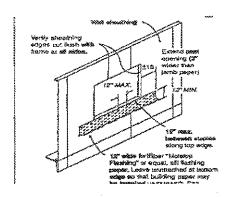


Figure 2



FOR MEDIATION PURPOSES ONLY.

16.0 WINDOWS

16.06 Defect: Shear panels short of nail fin.

Location: At weather exposed windows.

	Otserve	d Defective at:		Addre	ses Inspected:
Address:	Wigins	Address:	Windows	Address:	Address:
Thunder Sky 9480 Unit 101	1			Thunder 5ky 9480 Unit 101	
C	tecred Del	ल्यांस्ट अ:		Addresses .	Inspected:
Acktresses:	1	Windows	1	Addresses Inspected:	j
Percentage Defective:	100%	of waits or areas inspected			

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

		, , , , , , , , , , , , , , , , , , , 		No. of the Parties of	(
$ ho_{\infty}$	rved Dat	ective at:		Addresses	Inspected:
		Traveling Breeze 6764 Unit 102	l	100111000000000000000000000000000000000	Traveling (Seeson 6764 Left 102
Horizon Wind 8799 Unit 102		Traveling Breeze 8665 Unit 102)	Horizon Wind 87,9 Linit 192	Traveling Browne 8665 Linit 102
Horizon Wind 8660 Urvf 102	1	Tom Noon 8758 Unit 102		Honzan Wind 8660 Unit 102	Tom: Noon 5755 Ura 102
-brizon Wind 5639 Unit 102	1	Tom Noon 8618 Unit 102		Horizon Wind 8639 Unit 1882	Tombon 8616 Unit 102
Address: 1	Andes	Address:	Wixins	Auktres:	Askinesc

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

	Observe	d Defective at:		Addre	sses inspecied:
Acidress:	Wheles	Adviress:	Wixins	Ackiness:	Address:
Horizon Wind 8650 Unit 103	1			Horizon Wind 8650 Unit 103	
Honzon Wind 8670 Utili 103	1			Horizon Wind 8670 Unit 103	AND
Horizon Wind 8730 Unit 103				Horizon Wind 8730 Unit 103	
Horizon Wind 8789 Unit 103]			Horizon Wind 8789 Unit 103	
0	iserved Def	ective st:		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%

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.

16.0 WINDOWS

16.07 Defect: Building paper or window flashing with cuts and/or tears.

Location: At weather exposed windows.

2.2.2	CALACT VIZILAT	Hinrinace	-	Addresses Inspected:	MERCOL.
	United Del		.00010000000000000000000000000000000000	Addresss	Proposition
nunder Sky 9480 Unit 101		andrania in principia aria in antini manini man		Thunder Sky 3480 Lint 101	Tembers 8828 Link 101
		Tom Noon 8638 Unit 101		Horizon Wind 8650 Unit 190	Tom Noon & & Link 101
Address:	Windus	Address:	Vinder	Arkiresa	Arkiresc

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

Observed Defective at:				Addresse Insperied:		
Address:	Highlys	Address	Wains	Address	Address:	
Honzon Wind 8639 Unit 102	1			Honzon 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	
			haanaannaaddaaa	Horizon Wind 8749 Unit 102	Traveling Breeze 8665 Unit 102	
en e	*	Tom Noon 8758 Unit 102]	Horizon Wind 8799 Unit 102	Traveling Breeze 8674 Unit 102	
Horizon Wind 8749 Linit 102	1	Traveling Greeze 8665 Unit 102	1	Thursder Sky 9440 Unit 102	Traveling Breeze 6694 Unti 102	
Horizon Wind 8799 Unit 102]	Traveling Breeze 6674 Unit 102	1	Horizon Wind 8810 Unt 102	And the second s	
Thunder Sky 9440 Unit 102]	Traveling Breeze 8694 Unit 102		Thurster Sky 9440 Unit 102		
C	iserved De	otiwa:		Aridreses	inspecied:	
Addressess	9	Windows	9	Addresses Inspected:	12	
Penratisa Ikforive:	75%	of maix or arese inspected				

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

Oserval Defective at:				Address: Inspetial:		
Address:	Wixing	Address	Works	Address:	Address	
Horizon Wind 8649 Unit 103	J			Horizon Wind 8649 Unit 103	Tom Noon 8679 Unit 103	
Horizon Wind 8650 Unit 103		Traveling Breeze 8775 Unit 103	1	Honzon Wind 9650 Unit 103	Traveling Breeze 8775 Unit 103	
Horizon Wind 8670 Unit 103	1	The second secon		Horizon Wind 8670 Unit 103		
Horizon Wind 8730 Unit 103	1:-		<u> </u>	Horizon Wind 6730 Unit 103		
			I	Horizon Wind 8740 Unit 103		
Horizon Wind 8789 Unit 103				Horizon Wind 8789 Unit 103		
0	beryed Dei	edive al:		Addresses	inședei:	
Address:	6	Winkers:	6	Addresses Inspected:	8	
Percentage Defective:	75%	of with or meas inspected				

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

17 of 25 windows tested=68%

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

FOR MEDIATION PURPOSES ONLY. N.R.S. 48,109 and N.R.S.46,686

Violations of Codes and Standards:

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

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

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

16.08 Defect: Window nail fins are bent or damaged.

Location: At weather exposed windows.

	Observe	d Infective at:		Austr	######################################
Address:	Wixles	Address	Wixies	Address:	Askirese:
Fibrazon Wind 8650 Unit 101	1	Tom Noon 8638 Unit 101	1	Hoxizon Wind 9550 Unit 101	Ton Noon 8538 Link 101
Carried and the state of the st		Torn Noon 8828 Urvi 101]	Trunder Sky SN&C Unit 105	Tem Noon 88/29 Unit 101
		Traveling Breeze 5785 Unit 101	1		Traveing Greeze 8785 Lini 101
()	nerved Dei	octive at:		Arkinses	Inspected:
Addresses	4	Windows	4	Addresses Inspected:	.5
Paromisga Defectiva:	80%	of ouris or areas inspected			

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

	Obserw	d Delutive at:		Addire	oses Inspected:
Acidness:	Wixles	Address:	Wisins	Address	Address
Honzon Wind 8639 Unit 102		Torn Noon 8618 Unit 102	1	Horizon Wind 8639 Unit 102	Tom Noon 8618 Unit 102
Horizon Wina 8660 Unit 102	1			Horizon Wind 8060 Unit 102	Tom Noon 8758 Unit 102
22000000000000000000000000000000000000		Traveling Breeze 8065 Unit 102	1	Horizon Wind 8749 Unit 102	Traveling Breeze 8665 Unit 102
				Horizon Wind 8799 Unit 102	Traveling Breeze 8674 Unit 102
				Thursder Sky 9440 Unit 102	Traveling Breeze 8594 Unit 102
Horizon Wind 8610 Uni: 102	1		-	Horzon Wind 8810 Unt 102	Traveling Breeze 8764 Unit 102
C	bserved De	etien:		Addresses	inspecial:
Addresses	5	Windows:	5	Addresses Inspected:	12
Percentique Defective:	42%	of usity or areas in aperied			

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

Observed Defective at:			Arkhusen insperant		
Adrines:	Winisms	Address	Wixiws	Andress	Akira:
Horizon Wind 8649 Unit 103	1			Horizon Wind 8649 Unit 103	Tom Noon \$679 Lint 103
Horizon Wind 8650 Unit 103		A hard through the same and defend a hour a man is a received as a same in a		Honzon Wind 8630 Linit 103	Traserno Breeze 5775 Unit 103
			Service Control of Control	Horizon Wind 8670 Unit 100	
**************************************				Honzon Wind 8730 Unit 103	
Fibrizon Wind 5740 Unit 103	I			Hanzan Wast 8740 Unit 108	Manager Commencer Co
Horizon Wind 8789 Unit 108	1			Hunzon Werd 6789 (20) 103	
hida Marika ayaran ayan ka mana mana mana mana mana ka					
C	eserved De	ediven:		Addresses	Inspected:
Addresses	4	Whitelows	4	Addresses Inspected:	8
Percentage Defective:	50%	og engiz og nasne jundangenj			

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

13 of 25 windows tested=52%

Preliminary Defect List & Repair Recommendations January 7, 2008 FOR MEDIATION PURPOSES ONLY. N.R.S. 48.109 and N.R.S.40.680

e. 16 Buildings:

Defective plus - 8729 Horizon Wind, 8764 Traveling Breeze, 8785 Traveling Breeze Preliminary Defect List & Repair Recommendations January 7, 2008

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

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

frame with south a toback we a hours sungering

building.

Codes and Standards:

Eagle ICC Report ER-4660, June 1, 2003

TRI / WSRCA Installation Manual, September 2002

2000 IBC

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

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

Preliminary Defect List & Repair Recommendations January 7, 2008

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

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.
- 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.
- 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.

Preliminary Defect List & Repair Recommendations January 7, 2008 FOR MEDIATION PURPOSES ONLY. N.R.S. 48,109 and N.R.S.40,680

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

Herizon Wind, 8669 Herizon Wind, 8729 Herizon Wind, 8730 Herizon Wind, 8740 Herizon Wind, 8749 Herizon Wind, 8760 Herizon Wind, 8789 Herizon Wind, 8799 Herizon 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, 8744 Traveling Breeze, 8765 Traveling Breeze, 8765 Traveling Breeze, 8785 Traveling Breeze, 8805

Traveling Breeze

Preliminary Defect List & Repair Recommendations January 7, 2008

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

Observed Defective at Elevation B:

8650 Horizon Wind, 8750 Horizon Wind a. 2 Buildings:

b. 4 Buildings: 8750 Horizon Wind, 8679 Tom Noon, 8708 Tom

Noon, 8665 Traveling Breeze

8650 Horizon Wind, 8670 Horizon Wind, 8750 c. 7 Buildings:

> Horizon Wind, 8679 Tom Noon, 8768 Tom Noon, 8665 Traveling Breeze, 8775 Traveling Breeze

8650 Horizon Wind, 8670 Horizon Wind, 8739 d. 23 Buildings:

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

Defective plus - 8640 Horizon Wind, 8649 Horizon b. 31 Buildings:

> 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

Defective plus - 8640 Horizon Wind, 8649 Horizon c. 31 Buildings:

> 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

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

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:

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

building.

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

building.

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

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.

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

building.

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

flashings per building.

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

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.
- Remove the existing headwall flashing and stucco weep screed.
 Discard.
- 4. Install a 1x_" backing across the entire length of headwall.
- Install new underlayment as needed observing proper laps.
- 6. Install 4"x4", 26-gauge L-metal sub-flashing along the entire headwall area.
- 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.
- 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.

Preliminary Defect List & Repair Recommendations January 7, 2008

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

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

8799 Horizon Wind, 8654 Traveling Breeze b. 2 Buildings:

8649 Horizon Wind, 8660 Horizon Wind, 8789 c. 8 Buildings:

> Horizon Wind, 9440 Thunder Sky, 9480 Thunder Sky, 8618 Tom Noon, 8758 Tom Noon, 8654

Traveling Breeze

8649 Horizon Wind, 8729 Horizon Wind, 8730 d. 14 Buildings:

> 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:

8739 Horizon Wind, 8810 Horizon Wind, 8828 c. 4 Buildings:

Tom Noon, 8694Traveling Breeze

8650 Horizon Wind, 8670 Horizon Wind, 8739 d. 9 Buildings:

> Horizon Wind, 8810 Horizon Wind, 8679 Tom Noon, 8828 Tom Noon, 8665 Traveling Breeze, 8694Traveling Breeze, 8775 Traveling Breeze

Preliminary Defect List & Repair Recommendations
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FOR MEDIATION PURPOSES ONLY. N.R.S. 48, 109 and N.R.S. 40, 680

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. <u>9 Buildings</u>: 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. <u>8 Buildings</u>: (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. O Buildings: (0% x 53) with a repair at 2 primary plumbing

flashings per building.

Preliminary Defect List & Repair Recommendations January 7, 2008 FOR MEDIATION PURPOSES ONLY. N.K.S. 48,109 and N.R.S.46,680

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.

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

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.
- Seal the juncture of the pipe to the collar of the secondary flashing with mastic.

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

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. 3 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. <u>I Buildings</u>:

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

Preliminary Defect List & Repair Recommendations January 7, 2008

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

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

Preliminary Defect List & Repair Recommendations January 7, 2008

FOR MEDIATION PURPOSES ONLY. N.R.S. 48.189 and N.R.S. 49.680

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.

Preliminary Defect List & Repair Recommendations January 7, 2008

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

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.

Preliminary Defect List & Repair Recommendations January 7, 2008

FOR MEDIATION PURPOSES ONLY, N.R.S. 48,109 and N.R.S.48,688

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 Boildings: 8650 Horizon Wind, 8670 Horizon Wind, 8739

Horizon Wind, 8810 Horizon Wind, 8679 Tom

ARLINGTON RANCH Preliminary Defect List & Repair Recommendations January 7, 2008 FOR MEDIATION PURPOSES ONLY. N.R.S. 48,109 and N.B.S.48,689

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

Preliminary Defect List & Repair Recommendations January 7, 2008

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

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

Preliminary Defect List & Repair Recommendations January 7, 2008

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

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.
- Replace any primary flashing that has been nailed through or has flanges that measure less than 6" outside the cone.
- 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.

Preliminary Defect List & Repair Recommendations January 7, 2008

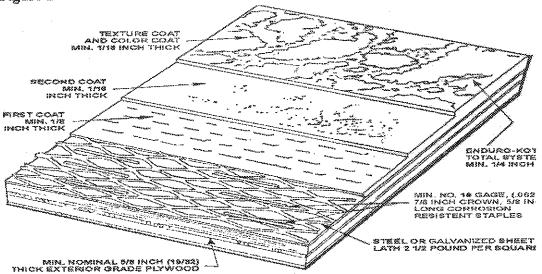
DECKS AND BALCONIES 2.0

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.

Preliminary Defect List & Repair Recommendations January 7, 2008 FOR MEDIATION PURPOSES ONLY. N.R.S. 48.109 and N.R.S.48.680

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.

Osewild Adirec	retive at: Akkrese:	Arklinsses Inspector Address:	t Aites
TornNon 8638 Unit 101	Traveling Breeze 8785 Unit 101	TamNam8638Urit 101	Traveling Breeze 8785 Unit 101
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Browns Dietie	100%	of triffs or super insure to)	

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

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Trumer Sky 9440 Urit 102	Tom/bon 8759 Unit 102	Thurder 98y 9440 Unit 102	Tan Non 8758 Urit 102
TamiNtan 8618 Unit 102	Traveling Breeze 8655 Unit 102	TamNam 8618 Urit 102	Traveling Breeze 8665 Unit 102
(lm:willfedivest:	Addresses In	ymtat
Addresss	4	Address Inquici	4
Harrasius Ibilatius	100%	istracci asam artici	

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

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Charveri Deferi Address		Arbrenes Inspecto Arbrese	ž Arkinus
Traveling Breeze 8775 Unit 103	Address:	Traveling Brezze 8775 Unit 103	/%5.41.7%-
And the same of th	77.2		
S. R.B.	erval Defective at:	Addreses in	SECOL
ACCETANG	20000000	Address linguists	<u> </u>
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

Preliminary Defect List & Repair Recommendations January 7, 2008

FOR MEDIATION PURPOSES ONLY. N.R.S. 48.109 and N.R.S. 46.688

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.

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

Preliminary Defect List & Repair Recommendations January 7, 2008

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 "I" mold per industry standard requirements. All new corrosion-resistant "L" metal and "I" 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.
- 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.

Preliminary Defect List & Repair Recommendations January 7, 2008

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

DECKS AND BALCONIES 2.0

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.

Overved Defect Address:	neste Address	Address Impacted Address	i Addres:	
		TomNoon 8638 Urit 101	Traveling Breeze 8785 Unit 101	ĺ
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Albers:	0	Addreses logeried	2	
Hereneze Dietive	0%	letressi aspectal		

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

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Thurtier 54/9440 Unit 102	TamNton 8758 Urit 102	Thurder Sky 9440 Unit 102	Tom/stan/\$758 Urit 102
Tom/\u00f3018\u00e4111102	Traveling Breeze 8665 Unit 102	TomNoon 8618 Unit 102	Traveling Breeze 8005 Unit 102
	(ImpediDistiput:	Addresses	inspected:
Addresses:	4	Address Inspecial:	4.
Perenage Delective:	100%	o of units or success inspected	

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

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Traveling Breeze 8775 Unit 1	03		Tieve	ing Beeze 677	5Unit 103		ma ma	
	Osciella	divers:			Address Ing	met		
Aldreses		1		Address lin	ecteri		1	
Paragram I berringe			HAY - of the	ern. Mener here	rieri		60.00	

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

5 of 7=71% walking decks tested

Preliminary Defect List & Repair Recommendations January 7, 2008

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

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:

Preliminary Defect List & Repair Recommendations January 7, 2008

FOR MEDIATION PURPOSES ONLY. N.R.S. 48.109 and N.R.S.46.680

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.

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223/221121222000000000000000000000000000	Traveling Breeze 8785 Unit 101	Tom/stom 8638 Unit 101	Traveling Breeze 8785 Unit 101
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1 of 2=50% walking decks tested at plan/unit 101

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	TomNon 8798 Urit 102	Thurder 9ky 9440 Unit 102	Tom Noon 8758 Unit 102
Torn Nova Balle Unit 102		TomNton 8618 Unit 102	Traveling Breeze 8665 Unit 102
	IsrwiDistiveat:	Akitees	Inspected:
Addresses	2	Address Inspected:	_ 4
Paratage Medius	3)	% of units or seem inspected	

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

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Traveling Breeze 8775 Unit 103		Traveling Breeze 8775 Unit 103	
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Akieses	1	Addreses Impeded	1
Banyanana i kacamatan	113)47	of resigner separate seried	

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

4 of 7=57% walking decks tested

Preliminary Defect List & Repair Recommendations January 7, 2008

FOR MEDIATION PURPOSES ONLY. N.R.S. 48,109 and N.R.S.46,686

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:

Preliminary Defect List & Repair Recommendations January 7, 2008

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

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.

Cherved Difecti Address:	nest: Addres	Athese legeted Athes	Aihes
		TomNoon 8538 Unit 101	Traveling Breeze 8785 Unit 101
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0 of 2=00% walking decks tested at plan/unit 101

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	TomNoon 8758 Unit 102	Tructes Say 9440 Urit 102	TamiNan 8/58 Unit 102
Tam/stan 8618 Unit 102	Traveling Breeze 8000 Unit 102	TomNton8618 Urit 102	Traveling Breeze 8665 Unit 102
	(DervedDefective at:	Adheses	ligatet
Attroves	3	Address liepsici	4
Program Drietiu:	75'	ર્જા હતા કાર કરા સાથા છે. જે	

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

(Insperi Defect Address:	iveat: Address	Addreses Inspected: Address: Address:	
Traveling Breeze 8775 Unit 103		Traveling Breeze 8775 Unit 103	
On	rvsi Dilative at:	Addresses Inspected:	
Altress	1	Aidress Ingrateit 1	
Perusage Delective:	100%	d wit a see by whi	

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

4 of 7=57% walking decks tested

Preliminary Defect List & Repair Recommendations January 7, 2008

FOR MEDIATION PURPOSES ONLY. N.R.S. 48,109 and N.R.S.46,686

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:

Preliminary Defect List & Repair Recommendations January 7, 2008

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

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.

Olegweil	îkfective si:	Units or Arms Inspected:	
area and the second	1	Horizon: Wind 8650 Unit 101	Tean Noon 8658 Unit 101
		Horizon Wind 8669 Unit 101	Tom Noon 8717 Unit 101
		Horizon Wind 8729 Unit 101	Tuen Noon 8718 Unit 101
foriem West 9730 Unit 101		Horizon Wind 8730 Unit 101	Tom Noon 8788 Unit 101
		Horizon Wind \$749 Unit 101	Tom Noon 8818 Unit 10)
		Heriaum Wind 8750 Unit 101	Tom Noon \$828 Unit 10!
		Horizon Wind 8760) Unit 101	Traveling Breeze 8644 Unit 101
iorizon Wind K789 Cost 101		Horizon Wind 8789 Unit 101	Traveling Breeze 8694 Unit 101
		Horizon Wind 8799 Unit 101	Traveling Breeze 8695 Unit 101
lerizes West 8800 Unit 161		Herizon Wind 8800 Unit 101	Traveling Breeze 8725 Unit 101
Desircher Sky 8440 Druit 101	Traveling Breeze 8755 Unit 101	Thunder Sky 9440 Unit 101	Traveling Breeze 8755 Unit 101
Tunder Sky 9480 Unit 101		Thurster Sky 9480 Unit 101	Traveling Breeze 8765 Unit 101
hunder Sky \$480 Unit 101	Traveling Breeze 8785 Unit 101	Thunder Sky 9490 Unit 101	Traveling Breeze \$785 Unit 101
		Tom Noon 8638 Unit 101	Traveling Breeze 8805 Unit 101
žerosk)	Legertice se:	Addresses or Areas Inspected:	3 to 0.0
8	Units	23	Visits
erremage (*ioetroc:	25%	of units or areas inspected	

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

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•	XT Frits	12	Lists
		Lhise Ares Impeded:	
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		TemNom 8618 Unit 102	Traveling Process 8665 Unit 102
	Tom/Youn \$5025 Unit 102	Thurster Sky 9470 Unit 192	TomNon 828 Unit 102
Treets \$4,9440 Usc 102	TomNoon \$768 Unit 102	Thursder Sky 9440 Unit 102	TomNon 8168 Uis 102
Hman Wini 8789 Lini 102	TomNoon 8758 Unit 102	Heizen Worl 8789 Unit 102	ToroNxxx8758 (Fit 102
Hansa Wind 8780 Unit 102	TomNom 8716 Unit 102	[Hirizon Wind 8780 Unit 102	Tom/Non 9718 Unit 102
erest)	Diativest:	Units or Areas Imperted:	

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

Obered	Defective at:	Units or Areas Imperted:	
Horizon Wind 8780 Unit 102	Tom/You 8718 Uri: 102	Hrizn Wird 8780 Urit 102	Tom/Von 8718 Unit 102
Hirian Wini 8729 Unit 102	Tom/vbon 875% Unit 1012	Horizon Wind 8789 Unit 102	TomNon 8758 Unit 102
Thursder Sky 9440 Unit 102	TornNoon 8768 Unit 102	Thursday Sky 940 Unit 102	TomNon 87/8 Unit 102
	Tom Non 8828 Urit 102	Thursier Sky 9470 Unit 102	TomNoon 8525 Unit 102
		TomNom 8618 Unit 102	Traveling Breeze Stits Unit 102
Tom Non SéiS Unit 102	Theoding Preeze SEE Unit 102	Tomikon &68 Uri 102	Traveling Breeze 8805 Unit 102
	Ommondo de constante de la con	Units or Areas Imperiorit	
<u> </u>	Linis	12	Units
Peruntage Deletine	75%	of units or areas inspected	

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

26 of 52=50% walking decks inspected

Preliminary Defect List & Repair Recommendations January 7, 2008

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

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.

Preliminary Defect List & Repair Recommendations January 7, 2008 FOR MEDIATION PURPOSES ONLY. N.R.S. 48,109 and N.R.S.48,689

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.

Preliminary Defect List & Repair Recommendations January 7, 2008

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

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 <u>ER-3878</u>.
- 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.

FOR MEDIATION PURPOSES ONLY. N.R.S. 48,189 and N.R.S.40,686

Preliminary Defect List &
Repair Recommendations
January 7, 2008
4.0 ONE-COAT STUCCO SYSTEM

Charved Defective at:			Buidings Inspected:		
Bailting:	Laste	Briting:	Laft	in in the second	Beiling
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Krizon Wind 8:40	4		***************************************	Herizon Winel 85-80	Tom Nexus S637
~**************************************	<u>}</u>			[Herizer Worl 8549	Torn Nexts 8638
***************************************	<u> </u>	Term Noom 8647	2	(Harizon Wind St.K)	Tom Noon 8647
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kerizon Wind 8669	2	Tern Neon 8568		Harizon West 8669	Torn Noon 8068
***************************************	<u> </u>		····	Herizen Wind 8670	Torn Noon 8678
	}	Tora Noon \$679	3	Horizon Wind 8679	Tom Noon \$679
**************************************		Tom Noza S689	1 3	[Harizon Wind 868)	Tom Nexes \$689
				Harizon Word \$729	Tom Noon 3898
PATRONINAMENTAL		****************************		Herizon Wirs! 8730	Tum Noon 8718
krizon Wari 6740	1		***************************************	Harizon Wirel 8740	Tem Nexa 8717
www.neurononnonnonnonnonnonnonnonnonnonnonnonno		Timn Noon 8718	econfinancianascian	Horizon Wast 8749	Tom Noon 8718
kerizon Wind 8750	5	**************************************	••••	Herizon Ward 8750	Tom Noon 8757
	**************	Torn Norm 8758	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	Heizen Word 8759	Tom Nexas \$758
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	***************************************		ALL STATE OF THE S	Horizon Wind 8780	Tom Noon 8788
	***************************************			Horizon Wind 8789	Tom Nexa 8218
		CARROLL CONTROL CONTRO		Haisan Word 8799	Tom Noon 8628
				Heian Vind 8800	Traveling Breeze 8544
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icricon Wind 8820	3	}	aranganaanaanaanaana	Histizon Wittl 8620	Traveling Breeze \$654
hunder Sky 9440	2			Thunder Sky 9440	Traveling Breeze WAS
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hunder Sky 9450	2	}		Thursder Sky 9460	Traveling Beezze 8694
	************	***************************************	***************************************	Thurster Sky 9470	Traveling Brocze 8693
	****************	***************************************	***************************************	Thunker Sky 9480	Traveling Brocce 8725
			····	Tiensker Sky 9498)	Traveling Breeze 8744
	AAN-HAARA-HAANA	***************************************			Traveling Breeze 5755
					Traveling Breeze 8764
			***************************************		Traveling Brezzo 8765
		**************************************	**************************************		Traveling Broce 8775
	**********	Traveling Breeze \$781	······································		Traveling Breeze 8785
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		***************************************		**************************************	Traveling Breeze 8824
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Beildegs:	17	Total Linear Feet:	.76	leiking lugected	65
mme Indie:	26%	ož imits ir muse megerieri			

Preliminary Defect List & Repair Recommendations January 7, 2008

FOR MEDIATION PURPOSES ONLY. N.R.S. 48,109 and N.R.S.46,680

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 <u>ER-3878</u>.
- 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.

Preliminary Defect List &
Repair Recommendations
January 7, 2008
4.0 ONE-COAT STUCCO SYSTEM

FOR MEDIATION PURPOSES ONLY. N.R.S. 48,109 and N.R.S.49,680

Charrel Defective at:		Boldings Inspecied:			
Fickfing:	Pose	Baidig	Pere	Buikting	Buikfing
Excison Wind 8639		Touri Voon Sei S	3	Herizon Wind 8639	Terri Noon 8618
/////////////////////////////////////		Tent Norm 8637	***************************************	[Fexizon Wind 8640	Tom Nexes 8637
Eccicase Wind 8649	1		anconfunction was someon	Horizon Wind 8:49	Tom Noon 8638
***************************************	oonnaandonoonaanuu		***************************************	Haina Viri 820	Tom Noon 8647
-********************************	***************************************			Harizon Wind 8860	Tom Nam 8688
~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	***************************************	***************************************	***************************************	[Horizon Ward 8009	Torn Nexus Mins
		Tom Noon 8678	į į	Horizon Wind 8670	Tom Noon 8678
***************************************				Horizon Wind 9679	Tom Noon 8679
***************************************				Herizon West 8080	Tom Noon 8689
<u>, portugues de la composition della composition</u>		400000000000000000000000000000000000000		Historiaan Wind 8729	Toen Noon 86%
				Hosizon Wind 8730	Torn Noon S708
**************************************		Torn Noon 8718	1	[Pkniza: Word 874)	Tom Neon 8717
Brize: Ward \$749	1			Herizer Word 8749	Tom Noon 8718
krizon Ward 8750			000000000000000000000000000000000000000	Horizon Wind 8750	Team Noom 8757
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krizon Wexi 8760	1			Ekrizan Wiisi 8760	Torm Noon 8768
(\$EEE)QEX.000000000000000000000000000000000000	*******************************		*****	[Feetwar Word 8779	Tom Nxx n 5767
terizon Vind 8780		**************************************	***************************************	Horizon Wind 8783	Tom Pecon \$708
200000000000000000000000000000000000000			***************************************	Himan Wed 8789	Tom Noon SS18
**************************************		Toma Nexus \$328	Ě	Herman Wind 8739	Tom Noon 8825
		AND THE RESIDENCE OF THE PROPERTY OF THE PROPE		Histon Wind SXX	Traveling Breeze 8644
fixison Wind 8810				Prince Wind 8510	Traveling Breeze 8645
			***************************************	Danizar Word 8820	Traveling Breeze 8654
		Traveling Recerc Sec5	1	Thurster Sky 9440	Traveling Brocze 8005
20000000000000000000000000000000000000		1	l	Thunder Sky 9450	Traveling Brocze 8674
**************************************		Traveling Breeze 8694	1	Thursder Sky 9460	Traveling Breeze \$694
***************************************		Traveling Breeze 8695		Thursder Sky 9470	Traveling Breeze 8695
Indukt Sky 9480	1	Traveling Breeze 8725	1 1	Thunker Sky 9480	Traveling Breeze 8725
	***********	**************************************	***************************************	Thurske Sky 9490	Traveling Breeze 8744
OCHRISTANIA MARKATAN AND SANTONIA PROPERTICA	**************************************			***************************************	Traveling Brooze 8755
				\$	Traveling Breeze 8764
	******************************			-	Traveling Reesze \$765
	·····	**************************************		-	Traveling Breeze \$775
				\$	Traveling Breeze 8785
***************************************				-	Traviling Breze 88 B
			onondonononononononama	-	Traveling Bresze 8814
V64000000000000000000000000000000000000	(Reserved De	leriive id:		Buikings Ir	ejecirii:
Buikāngs:	17	Total Personations:	20	Buildings bequited:	65
Penysias Distive	26%	of imis or seem inspecied			

Preliminary Defect List & Repair Recommendations January 7, 2008

FOR MEDIATION PURPOSES ONLY. N.R.S. 48,199 and N.R.S.40,680

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 I)efective at:	Addresses or Areas Inspected:
Horizon Wind 8560 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:
ev.	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.

Renair 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.

Preliminary Defect List & Repair Recommendations January 7, 2008

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

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 D	elective at:	Addresses or Areas	Inspected:
Horizon Wind 8660 Unit 102	Traveling Breeze 8674 Unit 102	Herizen 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:

Preliminary Defect List & Repair Recommendations January 7, 2008 FOR MEDIATION PURPOSES ONLY.
N.R.S. 48.109 and N.R.S.40.680

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 D	efective 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	\$	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:

Preliminary Defect List & Repair Recommendations January 7, 2008

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

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 D	efective 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:
Ţ	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:

Preliminary Defect List & Repair Recommendations January 7, 2008

FOR MEDIATION PURPOSES ONLY. N.R.S. 48.109 and N.R.S.46.680

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 D	efective at:	Addresses or Areas l	inspected:
	Traveling Breeze 8674 Unit 102	Horizon Wind 8660 Unit 102	Traveling Breeze 8674 Unit 102
Horizon Wind 8749 Unit 102		Herizon 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 l	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:

Preliminary Defect List & Repair Recommendations January 7, 2008

FOR MEDIATION PURPOSES ONLY. N.R.S. 48.189 and N.R.S.48.680

4.0 ONE-COAT STUCCO SYSTEM

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

Observ <u>e</u> d I	efective st:	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	Tem Noon 8718
Horizon Wind 8749		Horizon Wind 8749	Tom Noon 8788
Horizon Wind \$750	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
Observe d	Defective at:	Buildings Inspected:	
3.7	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.

Preliminary Defect List & Repair Recommendations January 7, 2008 SLIDING GLASS DOORS 7.0

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

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:

Preliminary Defect List & Repair Recommendations January 7, 2008

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

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.

(Negrord Defective at:		Addresses Insp	x xtxxt
Address:	Address	Address	Address:
~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~		Horizon Wind Sci0 Unit 102	Tom Noon 8618 Unit 102
······································		Horizon Wind \$679 Unit 102	Tan Pixan &37 Unit 102
Horizon Wind 8729 Unit HZ	THE THE PARTY OF T	I krizm Wind 8739 Unit 102	Ten Now 8547 Unit 102
VIII TO THE PROPERTY OF THE PR	Tern Noven 8008 Unit 102	Horizon Wind 8740 Unit 102	Tom Noon 8668 Unit 102
Horizon Wind 8749 Unit 102	Torn Noon 8679 Unit 102	Horizon Wind 8749 Unit 102	Tom: Noon 8679 Unit 102
		Horizon Wind 8750 Unit 102	Tian Noon 8689 Unit 102
· · · · · · · · · · · · · · · · · · ·	***************************************	Harizon Wind 8759 Unit 102	Town Nexus 8718 Unit 102
	Tom Noon 8758 Urst 102	Horizon Wind 8780 Unit 102	Tom Noon \$758 Unit 102
Horizon Ward 8789 Unit 102	***************************************	Harizon Wind 8789 Unit 102	Tom Noon 8768 Unit 102
***************************************	Tom: Noon 8828 Unit 102	Harizon Wind 8810 Unit 102	Trans Norm \$528 Unit 102
M	Traveling Breeze 8654 Unit 102	Horizon Wind 8830 Unit 102	Traveling Brezze 8654 Unit 102
Thunder Sky 9440 Unit 102	was a second	Thursder Sky 9440 Urat 102	Traveling Breeze 8665 Unit 102
Thancer Sky 9470 Unit 102	Traveling Breeze \$764 Unit 102	Thursday Sky 9470 Unit 102	Traveling Breeze 8764 Unit 102
****	Traveling Breeze 8805 Unit 102	· .	Traveling Brezze 8805 Unit 102
	Cierved Defective at:	Address	is lispecial:
Addresses:	12	Addresses Inspected:	T

ercentage Defective: 44% of units or news inspected

12 of	27 units inspected=44% a	et Unit /Plan 102	
(Americal Insertice at:		Aikiresses imperted:	
Address:	Address	Address	Address:
Horizon Wind 8639 Unit 103	Thurster Sky 9460 Unit 103	Horizon Wind 8639 Unit 103	Thunder Sky 9460 Unit 103
		Horizon Wind 8640 Unit 108	Thurster Sky 9470 Unit 103
AND PROPERTY AND		Horizon Winel 8649 Unit 103	Tom Noon 8618 Unit 103
			Torn Noon 8637 Unit 103
		Harizan Winci 8670 Unit 108	Tran Nexas 8679 Unic 103
		Horizon Wind 8680 Unit 103	Torn Noon 8698 Unit 103
Horizon Wind 8729 Unit 108		Horizon Wind 8729 Unit 103	Tom Noon 8708 Unit 103
MANAGEMENT OF THE PROPERTY OF	Tom News 8718 Unit 103	Horizan Wind 8730 Unit 103	Tom Nexus 8718 Unit 103
Horizon Wind 8740 Unit 108		Harizon Wind 8740 Unit 103	Tom Noon 8757 Unit 103
A340467		Horizon Wind 8750 Unit 103	Touri Noon 8787 Unit 103
Florizon Wind 8759 Unit 103	Traveling Breeze 8645 Unit 103	Horizon Wind 8759 Unit 108	Traveling Breeze 8645 Unit 103
Horizan Wind 8779 Unit 103		Horizon Wind 8779 Unit 103	Traveling Breeze 8594 Unit 103
Horizon Wind 8789 Unit 103		Horizon Wind 8789 Unit 103	Traveling Breeze \$744 Unit 103
WANGE TO THE PROPERTY OF THE P	Traveling Busse 6775 Unit 103	Horizon Wind 8810 Unit 103	Traveling Breeze 8775 Unit 103
PHYRENNY PARAMETER AND	(Traveling Breeze 8824 Unit 103	Thursder Sky 9440 Unit 103	Traveling Bresze 8824 Unit 103
Thunder Sky 9450 Unit 103		Thursday Sky 9450 Unit 103	

Addresses Inspected:

40% of weits or areas irrepected

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

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

Gerrei Dienive st

Addresses:

Percentage Defective:

Æ.

Preliminary Defect List & Repair Recommendations January 7, 2008

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

### 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.

Preliminary Defect List & Repair Recommendations January 7, 2008 FOR MEDIATION PURPOSES ONLY. N.R.S. 48,109 and N.R.S. 40,680

#### 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 De		Addresses Impe	
Address:	Address: Horizon Wind 8799 Unit 102	Adubress: Horizon Wind 8639 Unit 102	Address: Horizon Wind 8799 Unit 102
		Horizon Wing 8660 Unit 102	Manuscript and Comment of the Commen
Horizon Wind 8749 Unit 102		Horizon Wind 8749 Unit 102	
/33/4/3/4/4/4/4/4/4/4/4/4/4/4/4/4/4/4/4			
(	Observed Defective at:	Aikinssa	s Inspecied:
Addresses:	2	Addresses Inspected:	\$
Percentage Defective:	50%	of units or areas inspected	

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

Okanel Rd	erlive at:	Addresses Inspect	ed;
Address:	Address	Address:	Addres:
-	JHorizon Wind 8740 Unit 103	Horizon Wind 8649 Unit 103	Hiorizon Wind 8740 Unit 103
	Horizon Wind 8789 Unit 103 (2)	Horizon Wind 8650 Unit 103	Horizon Wind 8789 Unit 103 (2)
Harizon Wind 8670 Unit 103		Horizon Wired 8670 Unit 103	
Horizon Wind 8730 Unit 103		Horizon Wind 8730 Unit 103	5.00
0	Asserved Defective at:	Addreses	respected:
Addresses:	4	Addresses Inspected:	6
Percentage Delective:	675%	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

Preliminary Defect List & Repair Recommendations January 7, 2008

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

#### 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.

Preliminary Defect List & Repair Recommendations January 7, 2008

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

#### 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 De		Addresss Inspa	cted:
Address:	Address:	Address:	Address
Harizon 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	
		TO THE OTHER PROPERTY AND LARGE	·
	Observed Defective at:	Addresse	s Inspected:
Addresses:	4	Addresses Inspected:	4
Percanage Desertives	1009	of units or areas inspected	

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

(Merred De		Aikinsus Inspect	
Address:	Address: Horizon Wind 8740 Unit 103	Address: Horizon Wind 8649 Linit 103	Address:   Harizon Wind 8740 Unit 103
Horlzon Wind 8650 Unit 103	Horizon Wind 8789 Unit 103 (2)	Horizon Wind 8650 Linit 103	Horizon Wind 8789 Unit 103 (2)
Horizon Wind 8670 Unit 103		Horizon Winst 8670 Urit 103	
-lorizon Wind 8730 Unit 103	\$ .	Horizon Wind 8730 Unit 103	
( )	Asserved Defective at:	Addreses I	regeried:
Addresses:	\$	Addresses Impected:	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

Preliminary Defect List & Repair Recommendations January 7, 2008

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

#### 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.

Preliminary Defect List & Repair Recommendations January 7, 2008

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

#### 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 4inch long by 4-inch thick area at each side. Assume 55% of sliding glass doors.
- E. Install new 18-inch long corrosion resistant "I" 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.

Preliminary Defect List & Repair Recommendations January 7, 2008

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

### 7.0 SLIDING GLASS DOORS

7.04 Defect: "I" trim weep screed short of nail fin.

Location: At Unit 102 and 103 weather exposed sliding glass doors.

Observed De		Addresses Insp	erredi.
Address:	Address: Honzon Wind 8799 Unit 102	Address: Horizon Wind 8639 Unit 102	Addiress: Horizon Wind 8799 Unit 102
Horizon Wind 8660 Unit 102		Horizon Wind 8660 Uril 102	
Horizon Wind 8749 Unit 102		Horizon Wind 8749 Linit 102	
	Diserved Defective at:	Address	s 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 Del	ective at:	Address Inspec	levi:
Address:	Address:	Address:	Address:
	Horizon Wind 8740 Unit 103	Horizon Wind 8649 Lifst 103	Harizon Wind 8740 Unit 103
VACUA OF DAY AND THE STATE OF T	Horizon Wind 8789 Unit 103 (1)	Horizon Winto 8650 Unit 103	Horizon Wind 8789 Unit 103 (2)
		Honzon Winki 8670 Unit 103	
Horizon Wind 8730 Unit 103		Horizon Winei 8730 Unit 103	
	hserved Defective at:	Aktreses	inspected:
Addresses:	3	Addresses Inspectat:	6
Percentage Defective:	50%	6 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

Preliminary Defect List & Repair Recommendations January 7, 2008

FOR MEDIATION PURPOSES ONLY. N.R.S. 48,109 and N.R.S.46,680

#### 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.

Preliminary Defect List & Repair Recommendations January 7, 2008

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

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.

)	PROPERTY AND OLAS ONE LOS	
·	<del></del>	
	Horizon Wind 8660 Unit 102	
	Horizon Wind 8639 Unit 102	Harizon Wind 8799 Unit 102
	Addressi	

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

Observed De	lective st:	Addreses Impec	ned:
Address:	Address	Address:	Address:
	Horizon Wind 8740 Unit 103	Horizon Wind 8649 Unit 103	Hanizon Winel 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	Consequences and Consequences and Consequences	Horizon Wind 8670 Unit 103	
Horizon Wind 8730 Unit 103		Horizon Wind 8730 Unit 103	
C	Recred Delective at:	Addresses I	Inspected:
Addresses:	4	Addresses Inspected:	6
Percentage Defective	ETC.	of course or serve increated	

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

Preliminary Defect List & Repair Recommendations January 7, 2008

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

#### 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.

Preliminary Defect List & Repair Recommendations January 7, 2008

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

### 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.

Preliminary Defect List & Repair Recommendations January 7, 2008

FOR MEDIATION PURPOSES ONLY. N.R.S. 48.189 and N.R.S.48.680

## 8.0 EXTERIOR DOORS

(Meerved Defective at:		Addresses Imp	મરાંહો <del>.</del>
Address	Address	Address	Address:
Eksizon Wood 8680 Unit-101	Tom Noon 8658 Unit 101	Herizon Wind 8650 Unit 101	Tom Noon 8658 Unit 101
Haizen Wirel 8000 Link 101	Torn Noon 8717 Unit 101	Horizon Wirxi 8669 Unit 101	Tom Noon \$717 Unit 101
Anizan Wind 8729 Unit 101	Tom Noon 8718 Unit 101	Horizon Wind \$729 Unit 101	Tom Noon 8718 Unit 101
Suram West \$ 30 Lint 101	Tean Novan 8788 Unit 101	Horizon Wind 8730 Urst 101	Tom Noon 8788 Unit 101
kaixon Weri 8048 Lint 334	Tom Noon 8818 Unit 101	Horizon Wind 8749 Unit 101	Tom Noon 8818 Uni: 101
kniza) Wini 8730 Unit 101	Tom Noon 8828 Unit 101	Horizon Wind 8750 Unit 101	Tom Noon 8228 Unit 101
korasa Wood 8760 Liest 101	Traveling Breeze 8644 Unit 101	Horizon Wind 8760 Linst 101	Traveling Browne \$644 Unit 101
karnar Wiral 8789 Linet 101	Traveling Brezze 8694 Unit 101	Horizon Wind 8789 Unit 101	Traveling Breeze \$594 Unit 101
kulom Wini 2000 Lini 101	Traveling Breeze 8695 Unit 101	Horizon Wind 8799 Unit 101	Traveling Breeze 8695 Unit 101
kuzan Wasi 880 Lint 101	Traveling Breeze 8725 Unit 101	Horizon Wind 8800 Unit 101	Traveling Breeze 9725 Unit 101
Bernte Sky 9440 (bit 16)	Traveling Brezze \$755 Unit 101	Thursday Sky 9440 Unit 101	Traveling Breeze 8755 Unit 101
Resident Sty 1488 ( Line 1611	Traveling Breeze 8765 Unit 101	Thursder Sky 9480 Unit 101	Traveling Breeze 8765 Unit 101
Terrior Stry 9490 Cont. ICI	Traveling Breeze 5785 Unit 101	Thursday Sky 9490 Unit 101	Traveling Breeze 8785 Unit 101
ives Noves 8638 Unit 101		Torn Noon 8638 Unit 10:	Traveling Breeze 8805 Unit 101
	Cleared Defective at:	Address	es inspected:
Addresses:	27	Addresses Inspected:	28
istrouge Delective	96	% of units or <b>areas inspected</b>	

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

Observed Defective sit:		Addresses laspected:	
erdsk.	Address:	Address	Address
Harizan Wind 8639 Unit 102	Tom Noon 8618 Unit 102	Horizon West \$639 Unit 102	Tom Noon 8618 Unit 102
Harizon Wind 8660 Unit 102	iripiani, iripia Propinsus may masse Miterali Qualitari quant material printingo de international contrata cont	Horizon Wind 8060 Unit 102	Tom Noon 8637 Unit 102
Horizon Wind \$679 Unit 102	Tom Noon 8647 Unit 102	Horizon Wind 8679 Unit 102	Tom Noon 8647 Unit 102
Henzon Wind 8729 Unit 102		Horizon Wind 8729 Unit 102	Tom:Noon 5668 Unit 102
The state of the s	Tom Noon 8679 Unit 102	Horizon Wind 8740 Unit 102	Tom Nexu 8679 Unit 102
Horizon Wind 8749 Unit 102	Tern Noon 8689 Unit 102	Herizon 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 Nixon 8758 Unit 102	Horizon Wind 8759 Unit 102	Tom Noon 8758 Unit 102
Horizon Wind 8760 Unit 102	Tom Noon 8768 Unit 102	Hanizon Wind 8760 Unit 102	Tom Noon 8768 Unit 102
***************************************	Tam Noon \$525 Unit 102	Horizon Wind 8780 Unit 102	Tom Noon 8828 Unit 102
Horizon Wind 8789 Unit 102	Traveling Breeze \$654 Unit 102	Horizon Wind 8789 Unit 102	Traveling Breeze \$654 Unit 102
Horizon Wind 8799 Unit 102	Traveling Bresze 8665 Unit 102	Parizon Wind 8799 Unit 102	Traveling Breeze 8665 Unit 102
Horizon Wind 8810 Unit 102	Traveling Breeze 8674 Unit 102	Herizon Wind 8810 Unit 102	Traveling Breeze \$674 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	Thursky Sky 9440 Unit 102	Traveling Bresze 8764 Unit 102
Thursder Sky 9470 Unit 102	Traveling Breeze 8805 Unit 102	Trunder Sky 9470 Unit 102	Traveling Breeze \$505 Unit 102
	Observed Defective at:	Address	es înspecieră:
Addreses		Addresss Inspected:	32
Paraine Delaute	81	% of units or areas inspected	

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

Preliminary Defect List & Repair Recommendations January 7, 2008

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

## 8.0 EXTERIOR DOORS

(Yeersel D	Sective all	Addresses loss	extest:
Address	Address	Address	Address
Harizan Wind 8639 Linit 103	Thursder Sky 9460 Unit 103	Horizon Wind \$639 Unit 103	Thurster Sky 9460 Ubit 103
	Thursker Sky 9470 Unit 103	Highest Wind 8640 Unit 103	Thunder Sky 9470 Unit 103
Horizon Wind 8649 Unit 103		Horizon Wind 8649 Unit 103	Tom Noon \$618 Unit 103
Horizon Wind StiSO Unit 103	Torn Noon 8637 Unit 103	Horizon Wind \$650 Unit 103	Torm Nixon 8637 Unit 103
		Herizon Wind 8670 Unit 103	Tom Noon 8679 Unit 103
Herizon Wind 8580 Unit 103		Horizan Winci 8680 Unit 103	Tom Noon \$698 Unit 103
Horizon Wind 8729 Unit 103	***************************************	Horizon Wind 8729 Unit 106	Torn Noon 8708 Unit 103
kaian Wind 8730 Unit 103	Tom Noon \$718 Unit 103	Hosizon Wind 8730 Unit 103	Tom Noon 8718 Unit 103
	Torn Noon 8757 Unit 103	Horizan Wind 8740 Unit 103	Tran Nam 8757 Unit 103
Ricrizon Wind 8750 Unit 103	Tom Noon 8787 Unit 103	Horizon Wind 8750 Unit 103	Touri Noon 8787 Unit 103
kwizon Wind 8759 Unit 103	Traveling Breeze \$645 Unit 103	Horizon Wind 8759 Unit 103	Traveling Breeze 8645 Unit 103
Aurizan Wind 5779 Unit 103	Traveling Breeze 8694 Unit 103	Ekerizma Wind \$779 Unit 103	Thaveling Reseze 8694 Unit 103
kwizon Wind 8789 Unit 103		Herizon Wirel 8789 Unit 103	Traveling Breeze 8744 Unit 103
	Traveling Beeze \$775 Unit 103	Horizon Wind SEIO Unit 103	Traveling Breeze 8775 Unit 103
Thursder Sky 9440 Unit 103	Traveling Breeze 8824 Unit 103	Thurder Sky 9440 Unit 103	Traveling Breeze 8824 Unit 103
Prunder Sky 9450 Unit 103		Thunder Sky 9450 Unit 103	
	Diserved Defective at:	Address	s inspeciei:
Addresses:	1979	Addresses Inspected:	31
parantk gagerake:	71	To of units or saves inspected	

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

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

Preliminary Defect List & Repair Recommendations January 7, 2008

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

### 8.0 EXTERIOR DOORS

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

Observed Del		Addresses Inspecte	d.
Address: Horizon Wind 8650 Unit 101	Address: Traveling Breeze 8785 Unit 101	Address: Horizon Wind 8650 Unit 101	Address: Travolina Breeze 8788 Linut 101
Thunder Sky 9480 Unit 101		Thunder Sky 9480 Unit 191	
Tom Noon 8638 Unit 101		Tom Noon 8638 Unit 101	
Tom Noon 8828 Unit 101		Tom Naon 8828 Unit 101	
	theoryed Defective at:	Andresses in	spected:
Addresses:	5	Addresses Inspected:	5
errentson Helwitter	2003	of mais or areas increment	

5 of 5 tested 100% at unit/plan 101

Observed De	fective at:	Addresses Irope	ctest:
Address:	Address:	Address:	Address
Horizon Wind 8639 Unit 102	Tom Noon 8758 Unit 102		Tom Noon 8758 Urs; 102
Horizon Wind 8799 Unit 102	Traveling Breeze 8665 Unit 102	Horizon Wind 8799 Unit 102	Traveling Bresze 8666 Lini 102
Horizon Wind 8810 Unit 103		Horizon Wind 8810 Unit 103.	
Thunder Sky 9440 Unit 102	Traveling Breeze 8694 Unit 102		Traveling Bracze 8694 Urst 102
Tom Noon 8618 Uhit 102	Traveling Breeze 8764 Unit 102	Tom Noon 8618 Unit 192	Traveling Energe 9764 Unit 102
(	Aserved Defective at:	Addresss	Inspectati
Addresses	9	Addresses bispectiviti	9
Percentage Defective	100%	v of units or areas inspective	

## 9 of 9 tested 50% at unit/plan 102

Clearwei Defe		Addresses Inspecto	
Address:	Address	Address	Address
Horizon Wind 8649 Unit 103	Horizon Wind 8789 Unit 103	Horizon Wind 8649 Unit 108	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 Winki 8740 Unit 103		Horizon Wind 8740 Unit 103	
Horizon Wind 8650 Unit 103		Horizon Wind 8650 Unit 100	
Tom Noon 8879 Unit 103	***************************************	Tom Noon 8679 Unit 103	TO THE STREET
Traveling Breeze 8775 Unit 103		Traveling Breeze 8775 Unit 103	***************************************
Œ	orwi Dietive at:	Addresses fr	speried:
Addresses:	8	Addresses Inspected:	8

8 of 8 tested 100% at unit/plan 103

22 of 22 tested=100%

Preliminary Defect List & Repair Recommendations January 7, 2008

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

#### 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.

#### IN THE SUPREME COURT OF THE STATE OF NEVADA 1 2 D.R. HORTON, INC., a Delaware corporation,) 3 **Electronically Filed** Case No. 58533 Jan 09 2012 09:24 a.m. Petitioner, 4 Clark County District K. Lindeman 5 Case No. A542616 Clerk of Supreme Court 6 EIGHTH JUDICIAL DISTRICT COURT of the State of Nevada, in and for the COUNTY OF CLARK; and the HONORABLE SUSAN 8 H. JOHNSON, District Judge, 9 Respondent. 10 HIGH NOON AT ARLINGTON RANCH HOMEOWNWERS ASSOCIATION, a 11 Nevada non-profit corporation, 12 Real Party in Interest. 13 14 APPENDIX TO ANSWER TO PETITION FOR WRIT OF MANDAMUS, VOL. I 15 16 ANGIUS & TERRY LLP 17 Paul P. Terry, Jr., Nevada Bar No. 7192 John J. Stander, Nevada Bar No. 9198 18 Melissa Bybee, Nevada Bar No. 8390 Asmara Tarar, Nevada Bar No. 10999 19 1120 N. Town Center Dr., Suite 260 20 Las Vegas, NV 89144 (702) 990-2017 21 Email: jstander@angius-terry.com Email: atarar@angius-terry.com 22 Attorneys for Real Party In Interest High Noon At Arlington Ranch Homeowners 23 Association 24 25 26 27

ANGIUS & TERRY LLP 120 N. Town Center Dr. Suite 260 Las Vegas, NV 89144 (702) 990-2017

# INDEX Plaintiff's Motion for Declaratory Relief Re: Standing Pursuant to Assignment and Pursuant to NRS 116.3102(1)(d)......Vol. I, pp. 1 – 250, Vol. II, pp. 251 – 500, Vol. III, pp. 501 – 537

Electronically Filed 09/30/2010 02:23:34 PM

		Alun S. Lemin
1	MOT Paul P. Terry, Jr. (Nev. Bar 7192)	
2	John Stander (Nev. Bar 9198)	CLERK OF THE COURT
3	Melissa Bybee (Nev. Bar 8390) Asmara Tarar (Nev. Bar 10999)	
4	Angius & Terry LLP	
5	1120 N. Town Center Dr., Suite 180 Las Vegas, NV 89144	
6	Telephone: (702) 990-2017	
7	Facsimile: (702) 990-2018 Attorneys for Plaintiffs	
8		
9	DISTRICT	COURT
	CLARK COUN	TY, NEVADA
10		
11	HIGH NOON AT ARLINGTON RANCH HOMEOWNERS ASSOCIATION, a Nevada	Case No. 07A542616  Dept. XXII
12	non-profit corporation, for itself and for all	Dept. AXII
13	others similarly situated,	PLAINTIFF'S MOTION FOR DECLARATORY RELIEF RE:
14	Plaintiffs	STANDING PURSUANT TO
15	V.	ASSIGNMENT AND PURSUANT TO NRS 116.3102(1)(d)
16		
17	D.R. HORTON, INC. a Delaware Corporation ) DOE INDIVIDUALS, 1-100, ROE	Date: Time:
18	BUSINESSES or GOVERNMENTAL ENTITIES 1-100 inclusive	Dept:
19	}	
20	Defendants.	) 1
21	COMES NOW Plaintiff, HIGH NOON	AT ARLINGTON RANCH HOMEOWNERS
22	\$ 56/\(\alpha\)	and the advancage Address & Throng to the
23	ASSOCIATION ("ASSOCIATION") by and the	rough as anomeys, Anglus & Lekky LLF,
24	and respectfully submits PLAINTIFF'S MOTIC	ON FOR DECLARATORY RELIEF RE:
25	STANDING PURSUANT TO ASSIGNMENT.	AND PURSUANT TO NRS 116.3102(1)(d).
26	Association moves the Court for a determination	a of its standing to assert a claim for
27		THE PART OF THE PROPERTY OF THE PARTY OF THE
28		

Angura & Terry Lep 129 N. Powe Camer Dr. Suite 200 Les Voges, NV 89844 (702) 990-2017 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 <u>units</u> for which Association has procured an <u>assignment</u> of rights from the unit owners. Association has standing to assert <u>all</u> constructional defect claims;
- (2) In all <u>buildings</u> which contain a unit for which Association has procured an <u>assignment</u> of rights from the unit owner, Association has standing to assert all constructional defect claims which <u>affect common property</u> 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 <u>buildings</u>, Association has standing pursuant to <u>NRS 116.3102(1)(d)</u> to assert all constructional defect claims which <u>affect common property</u>. 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

yang ,	incorporated by this reference, as we	ell as any oral arguments that may be heard at the time of
2	the hearing of this matter.	
3		
यं	Dated: September 37. 2010	Angius & Terry LLP
5	***************************************	
6		1/4.//2/1
7		By: // Paul P. Terry, Jr., SBN 7192
8		John J. Stander, SBN 9198
9	cereseers	Melissa Bybee, SBN 8390 1120 N. Town Center Dr., Suite 260
10	THE STATE OF THE S	Las Vegas, Nevada 89144 Attorneys for Plaintiff
4	receive	
12	Tarana da	
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ANGIUS & TERRY LLP 320 N. Town Center Dr Suite 280 Las Vegas, NV 84344 (702) 486-2017

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ANDRIS & TERRY LLP 120 N. Town Corner Dr. Sune 250 Las Vogas, NV 89144 (702) 988-2017

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# 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.

MEMORANDUM OF POINTS AND AUTHORITIES

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

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

4) <u>Defects In The Interior Of The Units</u>—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:

(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 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.

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 scalant 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. *Ihid*.

#### 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.

missing or incomplete scalant 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.

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, ASSOCIATION 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.

#### III. ARGUMENT

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

NGH S & TERRY LLP 120 N Town Center Or State 260 Las Vogas, NV 89148 (702) 980-3917 7

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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 assignce, 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

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

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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# 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 <u>does</u> 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 commoninterest 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."

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]institute... 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

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

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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Suite 250 Las Vegas, NV 89144 (702) 990-2017

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

"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:

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:

⁹⁵ Reporting Responsibilities of Owners

[&]quot;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.

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]institute... 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.

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 ASSOCIAITON, 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.

#### 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

(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

percentage of the homeowners to speak to them about the issue. 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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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.

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

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

"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

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 *Deul* 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

(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 💯, 2010

ANGIUS & TERRY LLP

Вy:

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

#### <u>Synopsis</u>

#### 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

#### Curriculum Vitae Ron F. Risto Page 2

- 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.

# <u>Summary of Forensic Experience Related to Construction Defect Litigation</u> Cases:

• Fire Resistive Construction

#### Curriculum Vitae Ron F. Risto Page 3

- 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

#### ARLINGTON RANCH

Preliminary Defect List & Repair Recommendations January 7, 2008

#### FOR MEDIATION PURPOSES ONLY. N.R.S. 48.109 and N.R.S.46.686

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6.0	Sheet Metal	Not Used	
7.0	Sliding Glass Door	85	
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ARLINGTON RANCH Preliminary Defect List & Repair Recommendations January 7, 2008

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

#### 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.

#### ARLINGTON RANCH

Preliminary Defect List & Repair Recommendations January 7, 2008
TILE ROOFS

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

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.

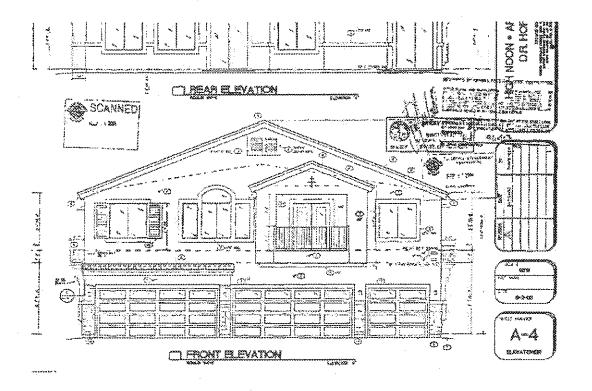
#### ARLINGTON RANCH

Preliminary Defect List & Repair Recommendations January 7, 2008

# nary Defect List & N.R.S. 48.109 and N.R.S.48.686 Recommendations

FOR MEDIATION PURPOSES ONLY.

### Elevation 'A'



Preliminary Defect List & Repair Recommendations January 7, 2008

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

Elevation 'A'

***************************************	RHA Visual	RHA DT	RHA Total
Addresses	Inspection	Inspection	Inspected
8640 Horizon Wind	X	The second secon	X
8649 Horizon Wind	***************************************	X	X
8660 Horizon Wind	**************************************	X	X
8669 Horizon Wind	X		X
8680 Horizon Wind	MONEY WAS ENDER A KING WEST. EARLY KARAMETAN AMARIA AMARIA PA		######################################
8689 Horizon Wind			
8710 Horizon Wind			
8729 Horizon Wind		X	X
8730 Horizon Wind	X	X	X
8740 Horizon Wind	,	Х	Х
8749 Horizon Wind	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	X	X
8760 Horizon Wind	X		X
8769 Horizon Wind		AND THE PARTY OF THE REAL PROPERTY OF THE PARTY OF THE PA	<u> </u>
8789 Horizon Wind	X	X	X
8790 Horizon Wind	<b>areeseal</b> abandare oo markesaan araan ee baaraa baan <mark>aa ahaa baabaan kahean baabaan aa baabaan baabaan baabaan a</mark>		######################################
8799 Horizon Wind	X	Χ	X
8800 Horizon Wind		Description of the second seco	
8809 Horizon Wind			
8819 Horizon Wind	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~		
8820 Horizon Wind			
9440 Thunder Sky	Χ	X	X
9460 Thunder Sky	X		X
9480 Thunder Sky	H. Nation (1994) And the Annual Annual Annual and Annual and Annual and Annual and Annual Ann	X	X
9490 Thunder Sky	WHATCH CONTROL FOR THE PROPERTY OF THE PROPERT	CONTRACTOR OF THE PROPERTY OF	ZBBX BZS;AKKB
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	HALE BANK HARROWN HARROWN BANK OR BANK	X
8698 Tom Noon		A Company	
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	THE RESERVE OF THE PROPERTY OF	Х
8797 Tom Noon			

### ARLINGTON RANCH

Preliminary Defect List & Repair Recommendations January 7, 2008

for mediation purposes only. N.R.S. 48.109 and N.R.S.46.680

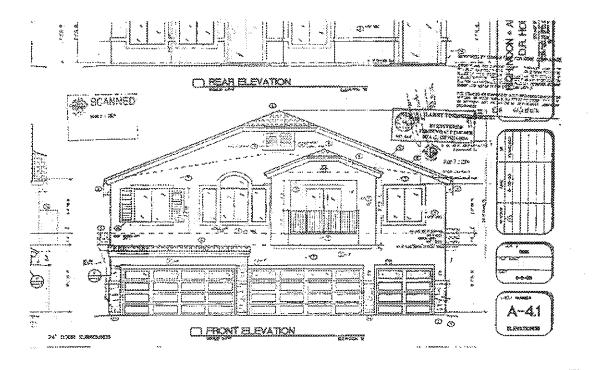
8798 Tom Noon		a para de la casa de l	0
8807 Tom Noon	X		X
8818 Tom Noon	\$444 Yeki kwitawa Widanwanawanawa aawanawanawa 1944,	41 kg 244 p 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	A TANAN CONTRACTOR OF THE PROPERTY OF THE PROP
8644 Traveling Breeze	X		X
8654 Traveling Breeze	X	X	Х
8655 Traveling Breeze			
8674 Traveling Breeze			
8675 Traveling Breeze	And the second s		
8695 Traveling Breeze	X		X
8724 Traveling Breeze	M4 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2		
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	Annual Canadaria of the Annual Service and Vision Control of the C	and the state of t	
8805 Traveling Breeze	X		X
8825 Traveling Breeze			
8835 Traveling Breeze			
61 Total Addresses	24	16	31 of 61

#### ARLINGTON RANCH

Preliminary Defect List & Repair Recommendations January 7, 2008

FOR MEDIATION PURPOSES ONLY. N.R.S. 48.189 and N.R.S.46.688

### Elevation 'B'



Preliminary Defect List & Repair Recommendations January 7, 2008

Elevation 'B'

Elevation 'B'  RHA Visual RHA DT RHA Total					
Addresses	Inspection	Inspection	Inspected		
8639 Horizon Wind	ALKERA SE A CARACTERIA DE LA CARACTERIA DE	5.5 C 2.2 C 2.5 C	Server de la company de la com		
8650 Horizon Wind	X	<del>  X                                   </del>	X		
8659 Horizon Wind					
8670 Horizon Wind	X	X	X		
8679 Horizon Wind	<i>χ</i> λ	<u> </u>	······································		
8690 Horizon Wind		<u> </u>	1.644.644.744.644.644.644.644.644.644.644		
8720 Horizon Wind					
8739 Horizon Wind		X	X		
8750 Horizon Wind	X	, c +	X		
8759 Horizon Wind	X		X		
8779 Horizon Wind		<b></b>			
8780 Horizon Wind	X		X		
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		X	X		
8810 Horizon Wind	<u> </u>	<i>A</i>	A		
8829 Horizon Wind	X		X		
9430 Thunder Sky	X		X		
9450 Thunder Sky			<u>^</u>		
9470 Thunder Sky	X		<u> </u>		
8628 Tom Noon	Z 5.		X		
8637 Tom Noon	X	A STATE OF THE STA	X		
8648 Tom Noon	**************************************		~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~		
8657 Tom Noon	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	ļ	~ 7° 7°		
8668 Tom Noon	X		X		
8679 Tom Noon	X	<u> </u>	X		
8688 Tom Noon					
8708 Torn Noon	<u>X</u>		X		
8717 Tom Noon	X		X		
8728 Tom Noon					
8739 Tom Noon					
8748 Tom Noon			######################################		
8757 Tom Noon	Χ		X		
8768 Tom Noon	X		X		
8777 Tom Noon					
8788 Tom Noon	12.0000				
8808 Tom Noon					
8817 Tom Noon					
8828 Tom Noon		X	X		
8645 Traveling					
Breeze		-			
8664 Traveling	*** **********************************	The transfer of the Control of the C	AND THE PROPERTY OF THE PROPER		
Breeze		-			
8665 Traveling			X		

Preliminary Defect List & Repair Recommendations January 7, 2008

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amuma i amuun			,
Breeze			
8684 Traveling			
Breeze			
8685 Traveling	***************************************	The state of the s	
Breeze			
8694Traveling			
Breeze	X	X	X
8715 Traveling			
Breeze			·
8734 Traveling			
Breeze		7. Care of the Car	
8735 Traveling	***************************************	***************************************	
Breeze			
8754 Traveling			
Вгееzе			44 44
8755 Traveling			
Breeze	X		X
8775 Traveling			
Breeze		X	X
8794 Traveling		P.	
Втесхе	1		
8795 Traveling			
Breeze			
8814 Traveling	현 제 개 개 개 개 개 개 개 개 개 개 개 개 개 개 개 개 개 개 개		
Breeze			
8815 Traveling			
Breeze		ADRINGO DE LA CONTRACTOR DE LA CONTRACTO	
8824 Traveling			
Breeze			
53 Total Addresses	19	9	23 of 53
	<b>またいた こうしょうしょう しょうしょう こうしょう はんしょう しゅうしゅう しゅうしゅう しゅうしゅう はんかんりょう カード・アン・アン・アン・アン・アン・アン・アン・アン・アン・アン・アン・アン・アン・</b>		

Preliminary Defect List & Repair Recommendations January 7, 2008

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

#### 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, 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, 8764 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

Preliminary Defect List & Repair Recommendations January 7, 2008

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

Noon

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

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Preliminary Defect List & Repair Recommendations January 7, 2008

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

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

c. 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, 8764 Traveling Breeze, 8765 Traveling Breeze, 8765 Traveling Breeze, 8785 Traveling Breeze, 8805 Traveling Breeze Defective plus – 8649 Horizon Wind, 8660 Horizon

f. 16 Buildings:

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, 8764

ARLINGTON RANCH Preliminary Defect List & Repair Recommendations

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

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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

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h. 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 Boildings: (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.

c. <u>8 Buildings</u>: (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.

b. 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. <u>O Buildings</u>: (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:

 $(4\% \times 53)$  with a repair at 1 pair of penetrations 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
- 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.
- 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.

ď,

Repair covered by all other repairs.

С.

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.

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'n.

Repair in conjunction with other repairs.

- 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.
- 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.
- Cover the abandoned opening through the substrate with 26gauge 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.
- Install new or reusable secondary flashings in sequence with reinstallation of the tiles. Set the lower flange in a bed of mastic.
- 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.

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#### 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 cave edge per

building.

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FOR MEDIATION PURPOSES ONLY. N.E.S. 48.109 and N.R.S.46.680

## 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:

а.

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.
- 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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#### I.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, 8655 Traveling Breeze, 8765 Traveling

Breeze, 8785 Traveling Breeze

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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 Preliminary Defect List & Repair Recommendations January 7, 2008

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. I 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, 8694 Traveling

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, 8670 Tom

Horizon Wind, 8810 Horizon Wind, 8679 Tom Noon, 8828 Tom Noon, 8665 Traveling Breeze, 8694Traveling Breeze, 8775 Traveling Breeze

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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. <u>I Building</u>:

8650 Horizon Wind

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#### 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, 8764 Traveling Breeze, 8765 Traveling Breeze, 8765 Traveling Breeze, 8765 Traveling Breeze, 8785 Traveling Breeze, 8805 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, 8638 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 Preliminary Defect List & Repair Recommendations January 7, 2008

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Investigated for Defect at Elevation B:

Defective plus - 8650 Horizon Wind, 8670 Horizon a. 23 Buildings:

> 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

Defective plus - 8739 Horizon Wind, 8759 Horizon b. 23 Buildings:

> 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

Same as Defective d. 9 Buildings:

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

Same as Defective

f. 9 Buildings: 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

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Projected Defective at Elev	auon	Ą.;
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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 5 open 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 5 open 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

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## 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.
- 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. <u>5 Buildings</u>: 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

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#### Observed Defective at Elevation B:

8650 Horizon Wind a. 1 Building:

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

8650 Horizon Wind, 8670 Horizon Wind, 8739 e. 9 Buildings:

> Horizon Wind, 8810 Horizon Wind, 8679 Tom Noon, 8828 Tom Noon, 8665 Traveling Breeze, 8694Traveling Breeze, 8775 Traveling Breeze

8650 Horizon Wind, 8670 Horizon Wind, 8739 f. 5 Buildings:

Horizon Wind, 8694Traveling Breeze, 8775

Traveling Breeze

8665 Traveling Breeze, 8694Traveling Breeze, g. 3 Buildings:

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

Defective plus - 8649 Horizon Wind, 8729 Horizon c. 16 Buildings:

> 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 - \$649 Horizon Wind, 8729 Horizon

> Wind, 8730 Horizon Wind, 8740 Horizon Wind, 8789 Horizon Wind, 8799 Horizon Wind, 9480

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> 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

Defective plus – 8649 Horizon Wind, 8729 Horizon h. 16 Buildings:

> 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

Defective plus - 8650 Horizon Wind, 8670 Horizon b. 9 Buildings:

Wind, 8810 Horizon Wind, 8679 Tom Noon, 8828

Tom Noon, 8775 Traveling Breeze

Defective plus - 8739 Horizon Wind, 8810 Horizon c. 9 Buildings:

Wind, 8679 Tom Noon, 8828 Tom Noon, 8665

Traveling Breeze

Same as Defective d. 9 Buildings:

e. 9 Buildings: Same as Defective

Defective plus - 8810 Horizon Wind, 8679 Tom f. 9 Buildings:

Noon, 8828 Tom Noon, 8665 Traveling Breeze

Defective plus - 8650 Horizon Wind, 8670 Horizon g. 9 Buildings:

Wind, 8739 Horizon Wind, 8810 Horizon Wind,

8679 Tom Noon, 8828 Tom Noon

Defective plus - 8650 Horizon Wind, 8670 Horizon h. 9 Buildings:

> 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.

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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.

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## 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 S3) 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.

- Remove 3 tiles per course at each side of valley to access flashing. Store tiles to reuse. Remove riser metal as necessary.
- 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 cave.
- Install a new valley flashing with a multiple diverter cross section. Extend the flashing edges beyond the edge of the eave.
- Replace dry-in sheets over flashing edges. Patch in underlayment observing proper laps.
- Replace riser metal. Trim at valley termination to permit unobstructed drainage. Do not nail through valley flashing.

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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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#### 1.0 TILE ROOFS

1.05 Defect: Ridges

a. Damaged Ridge Trim Tile

b. Unsecured Ridge Trim Tile

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. <u>2 Buildings</u>:

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 Torn 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

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

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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.

- Remove all ridge cover tiles. Store for reuse.
- Inspect the ridge nailer for adequate length and 24" o.c. fastening. Add additional nailer board and 16d corrosion resistant toenails as required.
- 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.

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## 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, 8744 Traveling Breeze, 8765 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

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#### 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, \$679 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