

Violations of Codes and Standards:

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

Resultant Damage:

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

Repair Recommendation:

This repair covered in 16.03 repair recommendation.

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

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

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

Observed Defective at:				Addresses Inspected:	
Address:	Windows	Address:	Windows	Address:	Address:
		Tom Noon 8638 Unit 101	1	Horizon Wind 8650 Unit 101	Tom Noon 8638 Unit 101
		Tom Noon 8828 Unit 101	1	Thunder Sky 8480 Unit 101	Tom Noon 8828 Unit 101
		Traveling Breeze 8785 Unit 101	1		Traveling Breeze 8785 Unit 101
Observed Defective at:				Addresses Inspected:	
Addresses:	3	Windows:	3	Addresses Inspected:	5
Percentage Defective:	60%	of units or areas inspected			

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

Observed Defective at:				Addresses Inspected:	
Address:	Windows	Address:	Windows	Address:	Address:
Horizon Wind 8639 Unit 102	1	Tom Noon 8618 Unit 102	1	Horizon Wind 8639 Unit 102	Tom Noon 8618 Unit 102
				Horizon Wind 8660 Unit 102	Tom Noon 8758 Unit 102
				Horizon Wind 8748 Unit 102	Traveling Breeze 8685 Unit 102
Horizon Wind 8799 Unit 102	1			Horizon Wind 8799 Unit 102	Traveling Breezes 8674 Unit 102
		Traveling Breeze 8694 Unit 102	1	Thunder Sky 9440 Unit 102	Traveling Breezes 8694 Unit 102
		Traveling Breeze 8764 Unit 102	1	Horizon Wind 8810 Unit 102	Traveling Breeze 8764 Unit 102
Observed Defective at:				Addresses Inspected:	
Addresses:	5	Windows:	5	Addresses Inspected:	12
Percentage Defective:	42%	of units or areas inspected			

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

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

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

12 of 25 tested=48 %

Violations of Codes and Standards:

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

Resultant Damage:

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

Repair Recommendation:

This repair covered in 16.03 repair recommendation.

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



Fig 1.-Single Hung

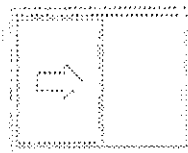


Fig. 2-Slider



Fig. 3-Picture Window

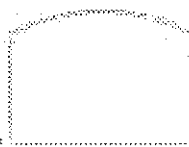


Fig. 4-Shapes

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

Plan/Unit Type 101 has:

1-Stacked Slider/Shape Window in living room

Plan/Unit Type 103 has:

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

R.H. Adcock inspected 9 stacked window configurations.

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

Observed Defective at:				Addresses Inspected:	
Address:	Windows	Address:	Windows	Address:	Address:
Horizon Wind 8650 Unit 101	1	Tom Noon 8638 Unit 101	1	Horizon Wind 8650 Unit 101	Tom Noon 8638 Unit 101
					Tom Noon 8638 Unit 101
		Traveling Breeze 8765 Unit 101	1		Traveling Breeze 8765 Unit 101
Observed Defective at:				Addresses Inspected:	
Addresses:	3	Windows:	3	Addresses Inspected:	4
Percentage Defective:	75%	of units or areas inspected			

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

Observed Defective at:				Addresses Inspected:	
Address:	Windows	Address:	Windows	Address:	Address:
Horizon Wind 8660 Unit 103	1	Traveling Breeze 8775 Unit 103	1	Horizon Wind 8660 Unit 103	Tom Noon 8679 Unit 103
Horizon Wind 8670 Unit 103	1			Horizon Wind 8670 Unit 103	Traveling Breeze 8775 Unit 103
Horizon Wind 8730 Unit 103	1			Horizon Wind 8730 Unit 103	
Observed Defective at:				Addresses Inspected:	
Addresses:	4	Windows:	4	Addresses Inspected:	5
Percentage Defective:	80%	of units or areas inspected			

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

7 of 9 stack windows tested=78%

Violations of Codes and Standards:

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

Resultant Damage:

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

Repair Recommendation:

This repair covered in 16.03 repair recommendation.

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Observed Defective at:				Addresses Inspected:			
Address	Wdw	Address	Wdw	Address	Wdw	Address	Wdw
				Horizon Wind 8650 Unit 101	3	Tom Noon 8658 Unit 101	3
		Tom Noon 8717 Unit 101	3	Horizon Wind 8659 Unit 101	3	Tom Noon 8717 Unit 101	3
		Tom Noon 8718 Unit 101	3	Horizon Wind 8729 Unit 101	3	Tom Noon 8718 Unit 101	3
				Horizon Wind 8730 Unit 101	3	Tom Noon 8788 Unit 101	3
				Horizon Wind 8749 Unit 101	3	Tom Noon 8818 Unit 101	3
				Horizon Wind 8750 Unit 101	3	Tom Noon 8828 Unit 101	3
		Traveling Breeze 8644 Unit 101	2	Horizon Wind 8760 Unit 101	3	Traveling Breeze 8644 Unit 101	3
				Horizon Wind 8789 Unit 101	3	Traveling Breeze 8694 Unit 101	3
				Horizon Wind 8799 Unit 101	3	Traveling Breeze 8695 Unit 101	3
				Horizon Wind 8800 Unit 101	3	Traveling Breeze 8725 Unit 101	3
				Thunder Sky 9440 Unit 101	3	Traveling Breeze 8755 Unit 101	3
				Thunder Sky 9480 Unit 101	3	Traveling Breeze 8763 Unit 101	3
				Thunder Sky 9490 Unit 101	3	Traveling Breeze 8785 Unit 101	3
				Tom Noon 8638 Unit 101	3	Traveling Breeze 8805 Unit 101	3
Observed Defective at:				Addresses Inspected:			
Addresses:	3	Windows:	8	Addresses Inspected:	28	Windows Inspected:	24
Percentage Defective:		10% observed defective					

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

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

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

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16.0 WINDOWS

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

Observed Defective at:		Addresses Inspected:		Addresses Inspected:	
Address:	Wdw	Address:	Wdw	Address:	Wdw
Horizon Wind 8640 Unit 103	1			Horizon Wind 8639 Unit 103	1
				Horizon Wind 8640 Unit 103	1
		Tom Noon 8618 Unit 103	1	Horizon Wind 8648 Unit 103	1
		Tom Noon 8637 Unit 103	1	Horizon Wind 8650 Unit 103	1
		Tom Noon 8679 Unit 103	1	Horizon Wind 8670 Unit 103	1
				Horizon Wind 8680 Unit 103	1
		Tom Noon 8708 Unit 103	1	Horizon Wind 8729 Unit 103	1
		Tom Noon 8718 Unit 103	1	Horizon Wind 8730 Unit 103	1
				Horizon Wind 8740 Unit 103	1
				Horizon Wind 8750 Unit 103	1
		Traveling Breeze 8645 Unit 103	1	Horizon Wind 8759 Unit 103	1
				Horizon Wind 8779 Unit 103	1
				Horizon Wind 8789 Unit 103	1
		Traveling Breeze 8775 Unit 103	1	Horizon Wind 8810 Unit 103	1
				Thunder Sky 9440 Unit 103	1
				Thunder Sky 9450 Unit 103	1
Observed Defective at:		Addresses Inspected:		Addresses Inspected:	
Addresses:	8	Windows:	8	Addresses Inspected:	31
Percentages Defective:		26% observed defective		Windows Inspected:	
				31	

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

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

Exhibit 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

ARLINGTON RANCH

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 the 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 FORENSICS
Arlington Ranch

Marcon Job No. 07011
October 31, 2007

APPENDIX

ARLINGTON RANCH STRUCTURAL DEFECTS MATRIX

MARCON FORENSICS



DEFECT CODE #	DEFECT TYPE	SW TYPE	PHOTO NUMBERS
1.22 OSB SHEARWALL NAILING			
1.221	Insufficient or inadequate nailing of SW.	SW10	F9398-27, R5460-62, R5477-87, E753-63 & 781-95, E1330-40, E1692-39, E2709-15 & 2725-35, E3755-58, E4506-12
		SW11	E4611-19
		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, E1578-96, E1766-73, E1901-11 & 1937-44, E2506-17 & 2530-45, E2620-32, E2688-93, E3897-32, E4087-26
		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, E3228-49
		SW15	F9010-12, E614-21 & 642-49 & 693-97, E1490-50, E1833-37, E2078-27, E2836-79 & 2896-02, E3322-77, E3535-86, E3663-17, E4391-50
1.30 SHEAR WALL FRAMING			
1.301	Insufficient width of SW panel.	SW13	F9491-98 & 9521-25, E2357-70, E2414-18, E3250-81
		SW15	F9005-07, E599-04, E3302-09, E3509-17, E3624-30
1.302a	Insufficient spiking of double studs at vertical joints.	SW10	E737-52, E3750-65, E3976-82, E4261-59, E4513-21
		SW12	F9685-86, F9784-88, R5286-89, R5345-47, R5381-82, R5447, E1064-70, E1273-77, E1410-16, E2518-29
1.302b	Insufficient spiking of double studs at vertical joints.	SW10	E737-52, E3976-82, E4513-21
		SW12	F9685-86, F9784-88, R5286-89, R5345-47, R5381-82, R5447, E1273-77, E1410-16, E2518-29

ARLINGTON RANCH STRUCTURAL DEFECTS MATRIX

MARCON FORENSICS



DEFECT CODE #	DEFECT	SW TYPE	PHOTO NUMBERS
1.30	SHEAR WALL FRAMING (Continued)		
1.303	Missing MST48 straps per A/A-3.	SW13	F9499-00, E2455, E3237-38
1.31	OVERSIZED ANCHOR BOLT HOLES		
1.311	Oversized anchor bolt holes in sill plate.	SW10	F8977-83, F9433-37, E804-16, E1355-61, E1746-55
		SW12	F9286-89, F9650-55, F9693-95, F9780-83, R5293-99, R5350-53, R5363, R5385, R6444-51, E440-55, E567-76, E910-17, E1085-91, E1298-06, E1428-33, E2553-66, E3939-43, E4134-37
		SW13	F9059-62, F9151-55, F9208-11, F9364-67, F9479-82, R5376, R5478, E338-43, E1950-55, E3123-36, E3221-27
		SW15	F9030-32, E361-85, E1556-59, E2133-44, E2888-95, E3383-92, E3597-11, E3724-33, E4456-60
1.32	MISSED/SPLIT HOLDOWN FRAMING		
1.321	Nailing from foundation holdown strap missed/split framing.	SW12	F9267-72, F9658-64, F9698-01, R5343-44, R5365-66, R5386-87, E414-24, E582-92, E888-77, 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, E2070-77, E2100-09, E2809-19, E2824-35, E3343-48, E3313-21, E3558-69, E3525-34, E3636-62, E3677-86, E4383-90, E4416-23
1.322	Floor-to-floor holdown strap nailing missed/split framing.	SW10	F8997-01, R5468-59
		SW11	E2939-49, E2969-78
		SW12	E938-50, E1111-20, E1568-72, E2594-04, E2607-19

ARLINGTON RANCH STRUCTURAL DEFECTS MATRIX

MARCON FORENSICS



DEFECT CODE #	DEFECT	SW TYPE	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, R6374-75, E351-59, E344-50
2.102	Wrong holdown anchor installed.	SW13	F9368-69, F9370-71, F9483-84, F9485-87, E1892-00, E1912-26, E3067-78, E3089-93, E3161-73, E3188-04
2.20	SHEAR WALL FLOOR-TO-FLOOR HOLDOWNS		
2.201	Missing holdown strap.	SW12	E1438-45
3.10	BOUNDARY NAILING		
3.101	Insufficient BN to longitudinal transfer truss.	Roof	F9100-12, F9170-84, F9227-36, F9248-55, F9302-12, F9330-42, F9383-92, F9445-53, F9551-60, F9575-81, F9719-30, R5228-30 & 5238-40, R5247-49, R5259-60, R5274-77, R5394-98 & 5320-22, R5431-34, R5507, R5521-26, R5540-42, 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.	Roof	F9076-78, F9083-85, F9094-98, F9119-23, F9166-69, F9237-41, F9297-01, F9374-77, F9454-57, F9542-45, R5399-00, R5520, R5639, R5543-44, R5603-04, R5637-38

WARCON FORENSICS



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MARCON FORENSICS



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ARLINGTON RANCH STRUCTURAL REPAIR RECOMMENDATIONS

MARCON FORENSICS



DEFECT CODE #	LOCATION	REPAIR
1.22	PLYWOOD/OSB SHEARWALL NAILING	
1.221	Partywall SW10's	Coordinate repairs with 1.302, 1.311
	Unit 102, 2nd level between Units 102/103	Remove existing baseboards and drywall sheathing from full length and height of wall.
	Unit 103, 2nd level between Units 102/103	Renail all edges of existing 3/8" OSB with 8d @ 6" o/c.
	Unit 102, 1st level between Units 102/103.	Replace drywall and baseboards. Patch, texture and paint to match.
	Unit 103, 1st level between Units 102/103.	
	At 100% of locations.	
1.221	Exterior side wall SW10's	Coordinate repairs with 3.204, 3.205
	Unit 101, 102, 103 side walls, 2nd level.	Remove existing stucco from full length 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	Coordinate repairs with 3.204, 3.205
	Unit 103 Garage	Remove existing stucco from full length and height of shear wall panel.
	At 33% of locations.	Renail all edges of existing 3/8" OSB with 8d @ 4" o/c.
		Replace waterproof paper and stucco. Patch and paint to match.
1.221	Garage rear wall SW12	Coordinate repairs with 1.302, 1.311, 1.321
	Unit 102 Garage	Remove existing drywall sheathing.
	At 100% of locations.	Renail new 3/8" OSB with 8d's @ 3" o/c at edges, 12" o/c in field.
		Replace drywall, patch, texture and paint to match.
1.221	Exterior 1st floor rear wall SW12	Coordinate repairs with 3.204, 3.205
	Unit 103	Remove existing stucco from full length and height of shear wall panel.
	At 100% of locations.	Renail all edges of existing 3/8" OSB with 8d @ 3" o/c.
		Replace waterproof paper and stucco. Patch and paint to match.

ARLINGTON RANCH STRUCTURAL REPAIR RECOMMENDATIONS

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DEFECT CODE #	LOCATION	REPAIR
1.22 PLYWOOD/OSB SHEARWALL NAILING (Continued)		
1.221	Exterior rear wall SW15 Unit 102	Coordinate repairs with 1.301, 1.303
	At 100% of locations.	Remove existing stucco from full length and height of shear wall panel. Rennail all edges of new/existing 3/8" OSB with 10d @ 2" o/c. Replace waterproof paper and stucco. Patch and paint to match.
1.221	Exterior front wall double SW13's Garage front walls.	Coordinate repairs with 1.301, 1.303
	At 100% of locations.	Remove existing decorative rock finish. Remove existing stucco from full length and height of shear wall panel. Remove existing pop-out framing. Remove drywall finish from rear side of wall, full height and full width. Rennail all edges of both sides of existing 3/8" OSB with 8d @ 2" o/c. Replace drywall. Replace pop-out framing, waterproof paper, stucco and decorative rock finish. Paint to match.
1.30 SHEAR WALL FRAMING		
1.301	Exterior front wall double SW13's Garage front walls.	Coordinate repairs with 1.221
	At 80% of locations.	Insert 3x framing bet. top of Garage header and top plates, along both SW vert. edges Rennailing repaired in 1.221.
1.301	Exterior rear wall SW15 Unit 102 (panel between windows only).	Coordinate repairs with 1.221
	At 100% of locations.	Remove nails and pull back existing CS16 straps top and bottom of window opening. Remove existing 20" wide 15/32" wide OSB sheathing. Replace with new 28" wide 15/32" OSB panel and renail CS16 strap in place. Rennailing repaired in 1.221.

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ARLINGTON RANCH STRUCTURAL REPAIR RECOMMENDATIONS

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DEFECT CODE #	LOCATION	REPAIR
1.30	SHEAR WALL FRAMING (Continued)	
1.302	Exterior side wall SW10's	Coordinate repairs with 1.101
	Unit 101, 2nd level.	Remove 32" wide vertical strip of drywall at each double stud, full height of wall.
	Unit 102, 2nd level.	Spike double studs together with 16d's @ 6" o/c.
	Unit 103, 2nd level.	
	At 83% of locations.	
1.302	Partywall SW10's	Coordinate repairs with 1.221.
	Unit 102, 2nd level between Units 102/103.	Remove existing OSB sheathing.
	Unit 103, 2nd level between Units 102/103.	Locate vertical joint double studs and spike together with 16d's @ 6" o/c.
	Unit 102, 1st level between Units 102/103.	Replace 3/8" OSB with new sheathing.
	Unit 103, 1st level between Units 102/103.	Renailing repaired in 1.221.
	At 83% of locations.	
1.302	Exterior rear wall SW12	Coordinate repairs with 1.311, 1.321
	Unit 103.	Remove 24" high strip of drywall at bottom of wall, to locate double studs at vert. joints.
	At 100% of locations.	Remove 32" wide vertical strip of drywall at each double stud, full height of wall.
		Spike studs together with 16d's @ 6" o/c.
		Replace drywall, patch, texture and paint to match.
1.302	Garage rear wall SW12	Coordinate repairs with 1.221, 1.311.
	Unit 102 Garage	Remove existing OSB sheathing.
	At 100% of locations.	Locate vertical joint double studs and spike together with 16d's @ 6" o/c.
		Replace 3/8" OSB with new sheathing.
		Renailing repaired in 1.221.
1.303	Exterior front wall double SW13's	Coordinate repairs with 1.221
	Garage front walls.	Install new MST48 straps per original plans Detail A/A3
	At 60% of locations.	

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ARLINGTON RANCH STRUCTURAL REPAIR RECOMMENDATIONS

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DEFECT CODE #	LOCATION	REPAIR
1.32 MISSED/SPLIT HOLDOWN STUDS/POST		
1.321	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.
	At 100% of locations.	
1.321	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 epoxied holes.
	At 100% of locations.	
1.321	Exterior rear wall SW15	Coordinate repairs with 1.311
	Unit 102.	Install new PHD2 holdowns at each shear wall panel end in drilled and epoxied holes.
	At 100% of locations.	
1.322	Exterior 2nd floor rear wall SW12	Coordinate repairs with 1.321 (1st level exterior rear wall SW12).
	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 SHEAR WALL FOUNDATION HOLDOWNS		
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 CNW coupler nut onto anchor bolt.
		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 SW13's	Repaired in 2.101
	Garage front walls.	
	At 50% of locations.	

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ARLINGTON RANCH STRUCTURAL REPAIR RECOMMENDATIONS

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DEFECT CODE #	LOCATION	REPAIR
2.20	SHEAR WALL FLOOR-TO-FLOOR HOLD-DOWNS	
2.201	Exterior 2nd floor rear wall SW12 Unit 103.	Repaired in 1.322
	At B775 Traveling Breeze only.	
3.10	ROOF SHEATHING NAILING	
3.101	Ridge over longit. partywall between 102 & 103. At 97% of locations.	Coordinate repairs with 3.201, 3.102 Remove roofing 4 feet either side of ridge, from 101/103 transv. partywall to rear of bldg. Nail roof OSB to new blocking panels below with 8d @ 6" o/c. Replace roofing.
3.102	Roofs over transverse partywalls. At 33% of locations.	Coordinate repairs with 3.101 Nail roof OSB to roof transfer truss over partywall below with 8d @ 6" o/c
3.20	BLOCKING/PARALLEL SHEAR TRANSFERS	
3.201	Attic longitudinal partywall between 102 & 103 At 100% of locations.	Coordinate repairs with 3.101 Remove existing 2x blocking between roof trusses at longitudinal partywall. Install new 2x blocking between roof trusses with beveled top edge to match roof slope.
3.202	Attic longitudinal partywall between 102 & 103 At 71% of locations.	In attic, remove existing blocking on partywall top plate. 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 longit. partywall truss. Install new A35's @ 48" o/c from new block to wall top plate.

ARLINGTON RANCH STRUCTURAL REPAIR RECOMMENDATIONS

MARCON FORENSICS



DEFECT CODE #	LOCATION	REPAIR
3.20 BLOCKING/PARALLEL SHEAR TRANSFERS (Continued)		
3.203	Transv. partywall between 101/102 & 101/103. At 77% of locations.	In attic, install new A35's @ 16" o/c from transverse truss bottom chord to wall top plate.
3.204	OSB bellyband below 2nd floor exterior SW10's Unit 101, 102, 103 side walls, 2nd level. At 100% of locations.	Coordinate repairs with 1.221, 3.205 Remove stucco to expose OSB between 2nd floor and 1st floor top plate. Renail existing OSB with 8d's @ 6" o/c, all edges. Replace waterproof paper and stucco. Patch and paint to match.
3.204	OSB bellyband below 2nd floor exterior SW11's Unit 101 front walls, 2nd level. At 100% of locations.	Remove stucco to expose OSB between 2nd floor and 1st floor top plate. Renail existing OSB with 8d's @ 6" o/c, all edges. Replace waterproof paper and stucco. Patch and paint to match.
3.204	OSB bellyband below 2nd floor exterior SW12's Units 102 & 103 rear walls, 2nd level. At 100% of locations.	Coordinate repairs with 1.221, 3.205 Remove stucco to expose OSB between 2nd floor and 1st floor top plate. Renail existing OSB with 8d's @ 6" o/c, all edges. Replace waterproof paper and stucco. Patch and paint to match.
3.205	OSB bellyband below 2nd floor exterior SW10's Unit 101, 102, 103 side walls, 2nd level. At 45% of locations.	Coordinate repairs with 3.204 Install new A35F's @ 24" o/c from edge blocking to top plate of 1st floor SW.
3.205	OSB bellyband below 2nd floor exterior SW11's Unit 101 front walls, 2nd level. At 45% of locations.	Coordinate repairs with 3.204 Install new A35F's @ 24" o/c from edge blocking to top plate of 1st floor SW.
3.205	OSB bellyband below 2nd floor exterior SW12's Units 102 & 103 rear walls, 2nd level. At 45% of locations.	Coordinate repairs with 3.204 Install new A35F's @ 24" o/c from edge blocking to top plate of 1st floor SW.

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ARLINGTON RANCH STRUCTURAL DEFECT PERCENTAGES

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DEFECT CODE	TOTAL TESTED	TOTAL FAILED	% FAILED	
SW10	14	9	64%	Partywall failed 6/6. Exterior 2nd level walls failed 3/8 (38%).
SW11	3	1	33%	
SW12	25	25	100%	
SW13	12	12	100%	
SW15	10	10	100%	
1.221	64	57	89%	Shear wall schedules.
SW13	5	4	80%	Plans call for a SW width of 24". Top portion above garage header installed with free edges.
SW15	5	5	100%	Plans call for a SW width of 28". Center panel installed 20" wide (defect applies to center panel only).
1.301	10	9	90%	
SW10	6	5	83%	Should be 6" o/c
SW11	0	0	0%	Should be 4" o/c
SW12	7	7	100%	Should be 3" o/c
1.302a	13	12	92%	Framing Notes, Plan Sheet A-3 calls for double stud nailing at 12" o/c (Note #8).
SW10	6	3	50%	Failed at GR 1/2, XMB 1/2 & XB2 1/2.
SW11	0	0	0%	
SW12	13	9	69%	Failed at G-102 7/9 XGR-103 2/4.
1.302b	19	12	63%	Framing Notes, Plan Sheet A-3 calls for double stud nailing at 12" o/c (Note #8).
1.303	5	3	60%	See detail A/A-3.
1.311	43	43	100%	Specifications, Wood, Note #3, Sheet SN-1 and 1997 NDS, Section 8.1.2.1
SW12	18	15	83%	
SW15	18	17	94%	
1.321	36	32	89%	2000 Simpson Catalogue (pg. 5, General Notes).
1.322	9	9	100%	2000 Simpson Catalogue.

**ARLINGTON RANCH
STRUCTURAL DEFECT PERCENTAGES**

MARCON FORENSICS

DEFECT CODE	TOTAL TESTED	TOTAL FAILED	% FAILED	
SW13	10	10	100%	
2.101	10	10	100%	Specifications, Wood, Note #3, Sheet SN-1 and 1997 NDS, Section 8.1.2.1
SW13	20	10	50%	
2.102	20	10	50%	Plans call for HD10A holdowns, PHD8 installed (8310# vs. 6730#).
SW12	3	1	33%	
2.201	3	1	33%	At exterior wall of Master Bedroom, Unit 103. Plans call for MST48 strap.
3.101	33	32	97%	See Detail W/SD-2.
3.102	48	16	33%	See Detail X/SD-2.
3.201	5	5	100%	Shown in Detail W/SD2.
3.202	21	15	71%	Shown in Detail W/SD2.
3.203	13	10	77%	Shown in Detail X/SD2.
SW10	1	1	100%	
SW11	1	1	100%	
SW12	2	2	100%	
3.204	4	4	100%	Shown in Detail N/SD2.
SW10	6	1	17%	
SW11	1	1	100%	
SW12	4	3	75%	
3.205	11	5	45%	Shown in Detail N/SD2.

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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 High Noon At Arlington Ranch Homeowners Association v. D.R. Horton, Eighth Judicial District, Clark County Nevada, Case No. A542616. D.R. Horton has refused to repair the defects.

C. The Nevada Supreme Court, in its ruling entitled D.R. Horton v. Eighth Judicial District Court, 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 HOMEOWNER'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) _____

Signature(s) _____

Unit Address _____

Telephone # _____

ARLINGTON
RANCH
(High Noon)
ZIP → 89178
CODE

ROBERTA WEBBER

Roberta Webber

8685 Traveling Breeze Ave
LAS VEGAS NV (#101)
(702) 218 8711

**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 High Noon At Arlington Ranch Homeowners Association v. D.R. Horton, Eighth Judicial District, Clark County Nevada, Case No. A542616. D.R. Horton has refused to repair the defects.

C. The Nevada Supreme Court, in its ruling entitled D.R. Horton v. Eighth Judicial District Court, 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.

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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 HOMEOWNER'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 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.

Dated: Sept. 12, 2010 Print Name(s) GINGER OSTEEN

Signature(s) Ginger Osteen

Unit Address 8825 Traveling Breeze Ave #102

**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 High Noon At Arlington Ranch Homeowners Association v. D.R. Horton, Eighth Judicial District, Clark County Nevada, Case No. A542616. D.R. Horton has refused to repair the defects.

C. The Nevada Supreme Court, in its ruling entitled D.R. Horton v. Eighth Judicial District Court, 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 HOMEOWNER's unit.

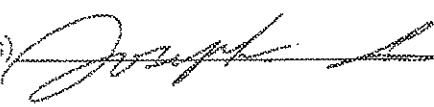
G. It is understood that nothing in this Assignment shall be construed to obligate THE ASSOCIATION, in any way to undertake or pay for any particular repairs to any individual unit.

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 _____, architects, 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.

Dated: 9/8/2010

Print Name(s) Joseph Lee

Signature(s) 

Unit Address 8787 Tom Neer Ave. #102 Las Vegas

Telephone # (317) 818-6604

HIGH NOON AT ARLINGTON RANCH
ASSIGNMENT OF CAUSES OF ACTION

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C. The Nevada Supreme Court, in its ruling entitled D.R. Horton v. Eighth Judicial District Court, 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 HOMEOWNER'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 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.

Dated: 9/2/10

Print Name(s) LARRY M. ALCAJARA

Signature(s) [Signature]

Unit Address 8669 Horizon Wind Ave. Unit #102

Telephone # (626) 430-6016

**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 High Noon At Arlington Ranch Homeowners Association v. D.R. Horton, Eighth Judicial District, Clark County Nevada, Case No. A542616. D.R. Horton has refused to repair the defects.

C. The Nevada Supreme Court, in its ruling entitled D.R. Horton v. Eighth Judicial District Court, 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.

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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 HOMEOWNER'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: 3/8/10

Print Name(s) Sabrina Nelson

Signature(s) 

Unit Address 6884 Traveling Breeze Ave #102

Telephone # 702 290 7665

**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 High Noon At Arlington Ranch Homeowners Association v. D.R. Horton, Eighth Judicial District, Clark County Nevada, Case No. A542616. D.R. Horton has refused to repair the defects.

C. The Nevada Supreme Court, in its ruling entitled D.R. Horton v. Eighth Judicial District Court, 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.

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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 HOMEOWNER'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: 9/4/10

Print Name(s) THOMAS R. SHEETS SADR A SHEETS
SHEETS FAMILY TRUST d/b 10/18/95

Signature(s) [Signature] ES

Unit Address 8619 HAZARD WOOD #101 LV, NV 89178

Telephone # 702-241-0140

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Dated: 3 Dec 10

Print Name(s) MARSHA Y Smith

Signature(s) MARSHA Y Smith

Unit Address #103 8778 TOM NOON AVE

Telephone # (702) 813-8411

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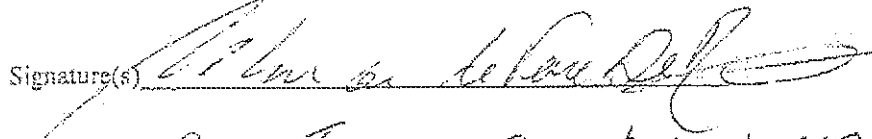
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Dated: 9/1/10

Print Name(s) MINON DE ROSA

Signature(s) 

Unit Address 9480 THUNDER SKY # 101 L.V. 89178

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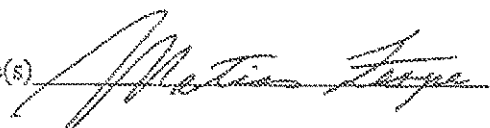
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Dated: 09-01-10

Print Name(s) MATIAS ZERPA

Signature(s) 

Unit Address 8680 HORIZON WIND AVE. UNIT 103 LAS VEGAS NV 89178

Telephone # (702) 263-7416

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Dated: 9/1/10

Print Name(s) Galinda Warren

Signature(s) Galinda Warren

Unit Address 8649 Horizon/17nd Ave Unit 1103

Telephone # 702-685-8986

**HIGH NOON AT ARLINGTON RANCH
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Dated: 9/1/10

Print Name(s) FARHAD GHOLAMI

Signature(s) Farhad GH

Unit Address 8758 TOM NOON AVE #103 LV, NV 89178

Telephone # (702) 367-0263

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Dated: 8/31/2010

Print Name(s) Thomas + Gayle Steele

Signature(s) [Signature]

Unit Address 8818 TOM NOON AVE #103
LV, NV, 89178

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23
Dated: Aug 2010

Print Name(s) Leslie Schafferman

Signature(s) [Signature]

Unit Address Unit 102 8814 Traveling Breeze Ave #102

Telephone # 702 574 6357

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Dated:

8/26/10

Print Name(s)

Willy Wang

Signature(s)

Willy Wang

Unit Address

3797 Tom Noon Ave #103 LV. NV 89178

Telephone #

626-780-0899

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Dated: 3/9/12

Print Name(s) Lisa F. Roth

Signature(s) Lisa F. Roth

Unit Address 9470 Thunder Sky
#103

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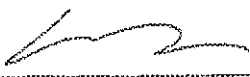
G. It is understood that nothing in this Assignment shall be construed to obligate THE ASSOCIATION, in any way to undertake or pay for any particular repairs to any individual unit.

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 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.

Dated: 7/7/10

Print Name(s) Eugene Royte

Signature(s) 

Unit Address 8764 Traveling breeze Ave Unit 101

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 High Noon At Arlington Ranch Homeowners Association v. D.R. Horton, Eighth Judicial District, Clark County Nevada, Case No. A542616. D.R. Horton has refused to repair the defects.

C. The Nevada Supreme Court, in its ruling entitled D.R. Horton v. Eighth Judicial District Court, 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 HOMEOWNER'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: 3/7/10

Print Name(s) AZMATH Q. SADRUDIN

Signature(s) A. Sadrudin

Unit Address 8738 TOM NOOK AVE

#103 Las Vegas NV 89178 4

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 High Noon At Arlington Ranch Homeowners Association v. D.R. Horton, Eighth Judicial District, Clark County Nevada, Case No. A542616. D.R. Horton has refused to repair the defects.

C. The Nevada Supreme Court, in its ruling entitled D.R. Horton v. Eighth Judicial District Court, 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 HOMEOWNER'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 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.

Dated: 3/10/2010

Print Name(s) AMI SANDLER

Signature(s) Ami Sandler

Unit Address 8650 HORIZON WIND AVE. #103

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

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

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

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

Observed Defective at:		Addresses Inspected:	
Address:	Address:	Address:	Address:
		Horizon Wind 8639 Unit 102	Tom Noon 8758 Unit 102
Horizon Wind 8799 Unit 102	Traveling Breeze 8665 Unit 102	Horizon Wind 8759 Unit 102	Traveling Breeze 8665 Unit 102
Horizon Wind 8610 Unit 102		Horizon Wind 8810 Unit 102	
Thunder Sky 9440 Unit 102	Traveling Breeze 8694 Unit 102	Thunder Sky 9440 Unit 102	Traveling Breeze 8694 Unit 102
Tom Noon 8618 Unit 102		Tom Noon 8618 Unit 102	Traveling Breeze 8754 Unit 102
Observed Defective at:		Addresses Inspected:	
Addresses:	6	Addresses Inspected:	9
Percentage Defective:		67% of units or areas inspected	
6 of 9 tested 67% at unit/plan 102			

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

13 of 22 tested=59%

8.0 EXTERIOR DOORS

Violations of Codes and Standards:

- 2000 International Building Code Sections 1403.2, 1404.2, 1405.2, and 1405.3.
- 2000 International Building Code Commentary Sections 1403.2, 1404.2, 1405.2, and 1405.3. Standard of Care.

Resultant Damage:

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

Repair Recommendation:

Assume 59% of units require the following repair:

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

8.0 EXTERIOR DOORS

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

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

Violations of Codes and Standards:

- 2000 International Building Code Sections 1403.2, 1404.2, 1405.2, and 1405.3.
- 2000 International Building Code Commentary Sections 1403.2, 1404.2, 1405.2, and 1405.3.
- Standard of Care.

Resultant Damage:

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

Repair Recommendation:

This repair covered in 8.02 repair recommendation.

ARLINGTON RANCH

Preliminary Defect List &

Repair Recommendations

January 7, 2008

8.0 EXTERIOR DOORS

FOR MEDIATION PURPOSES ONLY.

N.R.S. 48.109 and N.R.S.40.686

Observed Defective at:		Addresses Inspected:	
Address:	Address:	Address:	Address:
Horizon Wind 8650 Unit 101		Horizon Wind 8650 Unit 101	Tom Noon 8658 Unit 101
Horizon Wind 8669 Unit 101	Tom Noon 8717 Unit 101	Horizon Wind 8669 Unit 101	Tom Noon 8717 Unit 101
Horizon Wind 8729 Unit 101	Tom Noon 8718 Unit 101	Horizon Wind 8729 Unit 101	Tom Noon 8718 Unit 101
Horizon Wind 8730 Unit 101		Horizon Wind 8730 Unit 101	Tom Noon 8788 Unit 101
Horizon Wind 8749 Unit 101	Tom Noon 8818 Unit 101	Horizon Wind 8749 Unit 101	Tom Noon 8818 Unit 101
Horizon Wind 8750 Unit 101	Tom Noon 8828 Unit 101	Horizon Wind 8750 Unit 101	Tom Noon 8828 Unit 101
Horizon Wind 8760 Unit 101	Traveling Breeze 8644 Unit 101	Horizon Wind 8760 Unit 101	Traveling Breeze 8644 Unit 101
Horizon Wind 8789 Unit 101	Traveling Breeze 8694 Unit 101	Horizon Wind 8789 Unit 101	Traveling Breeze 8694 Unit 101
Horizon Wind 8799 Unit 101		Horizon Wind 8799 Unit 101	Traveling Breeze 8695 Unit 101
Horizon Wind 8800 Unit 101	Traveling Breeze 8725 Unit 101	Horizon Wind 8800 Unit 101	Traveling Breeze 8725 Unit 101
	Traveling Breeze 8755 Unit 101	Thunder Sky 9440 Unit 101	Traveling Breeze 8755 Unit 101
Thunder Sky 9480 Unit 101	Traveling Breeze 8765 Unit 101	Thunder Sky 9480 Unit 101	Traveling Breeze 8765 Unit 101
Thunder Sky 9490 Unit 101	Traveling Breeze 8785 Unit 101	Thunder Sky 9490 Unit 101	Traveling Breeze 8785 Unit 101
Tom Noon 8638 Unit 101		Tom Noon 8638 Unit 101	Traveling Breeze 8805 Unit 101
Observed Defective at:		Addresses Inspected:	
Addresses:	23	Addresses Inspected:	28
Percentage Defective:		82% of units or areas inspected	

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

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

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

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

1 of 4 units inspected=25 % at Unit /Plan 103**27 of 35 inspected =77 % at Combined Units /Plan Types**

ARLINGTON RANCH

Preliminary Defect List &

Repair Recommendations

January 7, 2008

8.0 EXTERIOR DOORS

FOR MEDIATION PURPOSES ONLY.

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

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

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

5 of 5 tested 100% at unit/plan 101

Observed Defective at:		Addresses Inspected:	
Address:	Address:	Address:	Address:
Tom Noon 8618 Unit 102		Tom Noon 8618 Unit 102	
Observed Defective at:		Addresses Inspected:	
Addresses:	1	Addresses Inspected:	1
Percentage Defective: 100% of units or areas inspected			

1 of 1 tested 100% at unit/plan 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:

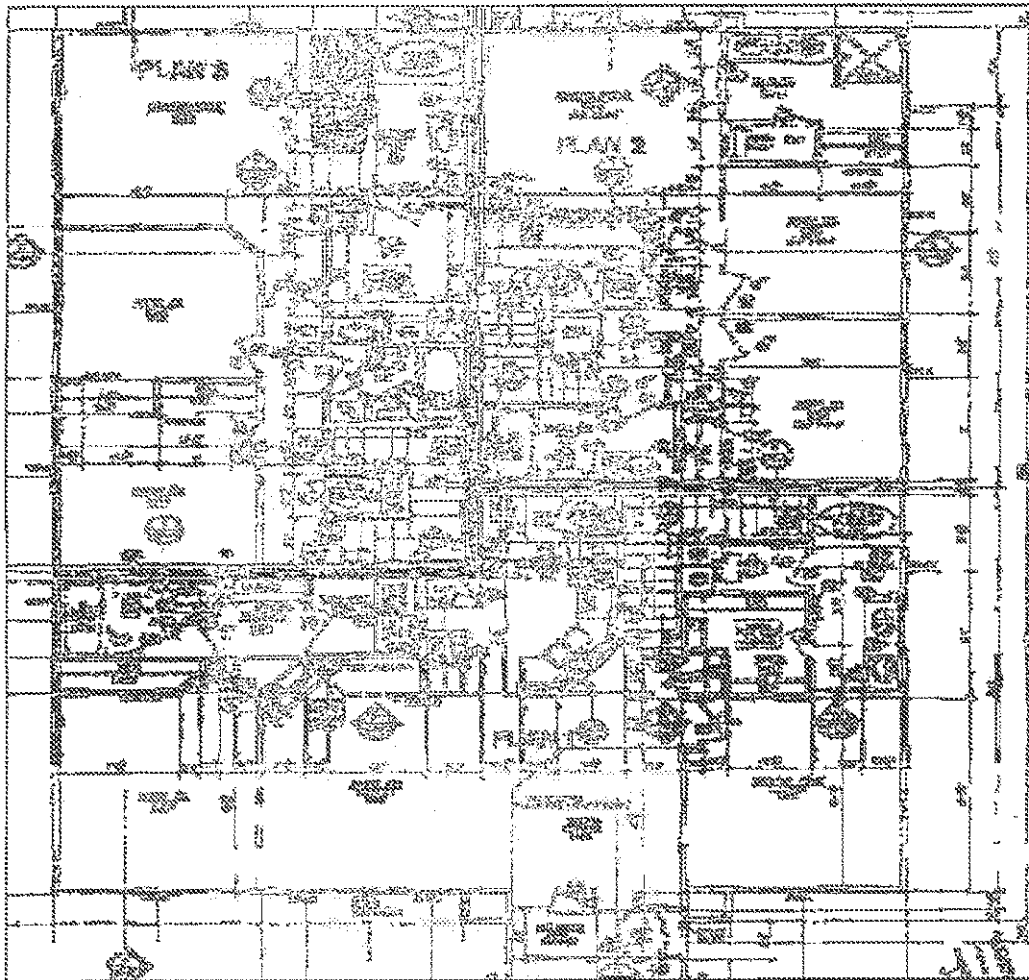
- Clean threshold/jamb intersection free of dust, dirt and other foreign items.
- Apply flexible/paintable/mold/mildew resistant sealant at intersection.
- Kilz and paint stained baseboard and drywall to match existing, assume 4 square feet per door.

10.0 FIRE RESISTIVE CONSTRUCTION

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

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

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



10.0 FIRE RESISTIVE CONSTRUCTION

- 10.01 Defect:** Drywall fastener size is improper for 1-hour wall fire rating; less than 8d nail and/or less than 1-3/4" Type W drywall screws @ shear-wall.
Location: One-hour rated construction walls between units and garage occupancy separation walls with shear wall.

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

Violations of Codes and Standards:

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

Resultant Damage:

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

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-hour 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.

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

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

10.0 FIRE RESISTIVE CONSTRUCTION

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

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

Observed Defective at:		Addresses Inspected:	
Address:	Address:	Address:	Address:
	Tom Noon 8788 Unit 101	Horizon Wind 8749 Unit 101	Tom Noon 8788 Unit 101
	Tom Noon 8828 Unit 101	Horizon Wind 8760 Unit 101	Tom Noon 8828 Unit 101
		Thunder Sky 9480 Unit 101	Traveling Breeze 8694 Unit 101
Tom Noon 8538 Unit 101		Tom Noon 8638 Unit 101	Traveling Breeze 8785 Unit 101
Observed Defective at:		Addresses Inspected:	
Addresses:	3	Addresses Inspected:	8
Percentage Defective: 38% of units or areas inspected			

3 of 8 tested 38 % at unit/plan 101

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

0 of 3 tested 0 % at unit/plan 102

Observed Defective at:		Addresses Inspected:	
Address:	Address:	Address:	Address:
Horizon Wind 8670 Unit 103		Horizon Wind 8670 Unit 103	Tom Noon 8679 Unit 103
		Horizon Wind 8730 Unit 103	Traveling Breeze 8645 Unit 103
	Traveling Breeze 8775 Unit 103	Horizon Wind 8740 Unit 103	Traveling Breeze 8775 Unit 103
		Horizon Wind 8759 Unit 103	Traveling Breeze 8824 Unit 103
		Thunder Sky 9440 Unit 103	
Observed Defective at:		Addresses Inspected:	
Addresses:	2	Addresses Inspected:	9
Percentage Defective: 22% of units or areas inspected			

2 of 9 tested 22 % at unit/plan 103

5 of 20 tested=25%

10.0 FIRE RESISTIVE CONSTRUCTION

Violations of Codes and Standards:

- 2000 International Building Code Sections 719.1(2), 14.1.3.1 m, Table 719.1 Footnote o, and Table 601-602
- Gypsum Association-17th Edition of the Fire Resistance Design Manual requirements April 2003, WP5512 and WP5515.
- Gypsum Association-17th Edition of the Fire Resistance Design Manual requirements April 2003, General Explanatory Notes, Page 9, Note #22.
- Gypsum Association ES Report ER-1632 (February 1, 2002) Section 2.4.2 and Section 2.4.3.
- Gypsum Association ESR Report ESR-1338 (December 1, 2004) Section 4.2.2.2 and Section 4.2.2.3
- Underwriters Laboratory-UL Design U305 and U341.
- Plans and Specification Sheet FD-1.
- Plans and Specifications Sheet A-2.1 Keynote 1.
- Standard of Care.

Resultant Damage:

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

Repair Recommendation:

Perform this repair in conjunction with structural repairs. Remove fasteners at random to verify improper fastener size for one-hour fire rated construction party walls. In addition to the 20 addresses already inspected, and 5 found defective, assume 25% of garage to unit occupancy separation walls without shear panels requires the following repair:

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

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

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

10.0 FIRE RESISTIVE CONSTRUCTION

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

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

Observed Defective at:		Addresses Inspected:	
Address:	Address:	Address:	Address:
		Horizon Wind 8650 Unit 101	Tom Noon 8762 Unit 101
		Horizon Wind 8749 Unit 101	Tom Noon 8826 Unit 101
Horizon Wind 8760 Unit 101		Horizon Wind 8760 Unit 101	Traveling Breeze 8694 Unit 101
	Traveling Breeze 8785 Unit 101	Thunder Sky 9450 Unit 101	Traveling Breeze 8785 Unit 101
		Tom Noon 8638 Unit 101	
Observed Defective at:		Addresses Inspected:	
Addresses:	2	Addresses Inspected:	9
Percentage Defective:		22% of units or areas inspected	

2 of 9 tested 22% at unit/plan 101

Observed Defective at:		Addresses Inspected:	
Address:	Address:	Address:	Address:
	Tom Noon 8618 Unit 102	Horizon Wind 8639 Unit 102	Tom Noon 8618 Unit 102
	Tom Noon 8758 Unit 102	Horizon Wind 8660 Unit 102	Tom Noon 8758 Unit 102
Horizon Wind 8745 Unit 102		Horizon Wind 8749 Unit 102	Traveling Breeze 8685 Unit 102
	Traveling Breeze 8764 Unit 102	Horizon Wind 8799 Unit 102	Traveling Breeze 8674 Unit 102
		Horizon Wind 8810 Unit 102	Traveling Breeze 8694 Unit 102
		Thunder Sky 9440 Unit 102	Traveling Breeze 8764 Unit 102
	Traveling Breeze 8805 Unit 102		Traveling Breeze 8805 Unit 102
Observed Defective at:		Addresses Inspected:	
Addresses:	5	Addresses Inspected:	13
Percentage Defective:		38% of units or areas inspected	

5 of 13 tested 38% at unit/plan 102

Observed Defective at:		Addresses Inspected:	
Address:	Address:	Address:	Address:
		Horizon Wind 8649 Unit 103	Thunder Sky 9440 Unit 103
Horizon Wind 8650 Unit 103	Tom Noon 8679 Unit 103	Horizon Wind 8650 Unit 103	Tom Noon 8679 Unit 103
Horizon Wind 8670 Unit 103	Traveling Breeze 8645 Unit 103	Horizon Wind 8670 Unit 103	Traveling Breeze 8645 Unit 103
		Horizon Wind 8730 Unit 103	Traveling Breeze 8775 Unit 103
		Horizon Wind 8740 Unit 103	Traveling Breeze 8824 Unit 103
		Horizon Wind 8759 Unit 103	
		Horizon Wind 8783 Unit 103	
Observed Defective at:		Addresses Inspected:	
Addresses:	4	Addresses Inspected:	11
Percentage Defective:		36% of units or areas inspected	

4 of 11 tested 36% at unit/plan 103

11 of 33 tested=33%

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.
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- 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.

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

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

10.0 FIRE RESISTIVE CONSTRUCTION

10.04 Defect: Opposing seams are back to back.

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

Observed Defective at:		Addresses Inspected:	
Address:	Address:	Address:	Address:
Horizon Wind 8650 Unit 101		Horizon Wind 8650 Unit 101	Tom Noon 8788 Unit 101
Horizon Wind 8749 Unit 101		Horizon Wind 8749 Unit 101	Tom Noon 8628 Unit 101
Horizon Wind 8780 Unit 101	Traveling Breeze 8694 Unit 101	Horizon Wind 8780 Unit 101	Traveling Breeze 8694 Unit 101
		Thunder Sky 9490 Unit 101	Traveling Breeze 8785 Unit 101
Tom Noon 8638 Unit 101		Tom Noon 8638 Unit 101	
Observed Defective at:		Addresses Inspected:	
Addresses:	5	Addresses Inspected:	9
Percentage Defective:		56% of units or areas inspected	

5 of 9 tested 56% at unit/plan 101

Observed Defective at:		Addresses Inspected:	
Address:	Address:	Address:	Address:
Horizon Wind 8639 Unit 102		Horizon Wind 8639 Unit 102	Tom Noon 8618 Unit 102
Horizon Wind 8660 Unit 102		Horizon Wind 8660 Unit 102	Tom Noon 8758 Unit 102
Horizon Wind 8749 Unit 102		Horizon Wind 8749 Unit 102	Traveling Breeze 8665 Unit 102
Horizon Wind 8799 Unit 102	Traveling Breeze 8674 Unit 102	Horizon Wind 8799 Unit 102	Traveling Breeze 8674 Unit 102
Thunder Sky 9440 Unit 102		Horizon Wind 8810 Unit 102	Traveling Breeze 8694 Unit 102
	Traveling Breeze 8694 Unit 102	Thunder Sky 9440 Unit 102	Traveling Breeze 8764 Unit 102
Horizon Wind 8810 Unit 102	Traveling Breeze 8764 Unit 102	Horizon Wind 8810 Unit 102	Traveling Breeze 8905 Unit 102
Observed Defective at:		Addresses Inspected:	
Addresses:	9	Addresses Inspected:	14
Percentage Defective:		64% of units or areas inspected	

9 of 14 tested 64% at unit/plan 102

Observed Defective at:		Addresses Inspected:	
Address:	Address:	Address:	Address:
		Horizon Wind 8643 Unit 103	
Horizon Wind 8650 Unit 103	Thunder Sky 9440 Unit 103	Horizon Wind 8650 Unit 103	Thunder Sky 9440 Unit 103
Horizon Wind 8670 Unit 103	Tom Noon 8679 Unit 103	Horizon Wind 8673 Unit 103	Tom Noon 8679 Unit 103
Horizon Wind 8730 Unit 103	Traveling Breeze 8645 Unit 103	Horizon Wind 8730 Unit 103	Traveling Breeze 8645 Unit 103
Horizon Wind 8740 Unit 103		Horizon Wind 8740 Unit 103	Traveling Breeze 8775 Unit 103
Horizon Wind 8759 Unit 103		Horizon Wind 8759 Unit 103	Traveling Breeze 8834 Unit 103
Horizon Wind 8789 Unit 103		Horizon Wind 8789 Unit 103	
Observed Defective at:		Addresses Inspected:	
Addresses:	9	Addresses Inspected:	12
Percentage Defective:		75% of units or areas inspected	

9 of 12 tested 75% at unit/plan 103

23 of 34 tested=68%

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.

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

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

10.0 FIRE RESISTIVE CONSTRUCTION

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

Location: Unit to Unit party walls.

Observed Defective at:		Addresses Inspected:	
Address:	Address:	Address:	Address:
	Traveling Breeze 8785 Unit 101-stairs	Tom Noon 8838 Unit 101	Traveling Breeze 8785 Unit 101
Tom Noon 8828 Unit 101-stairs		Tom Noon 8828 Unit 101	
Observed Defective at:		Addresses Inspected:	
Addresses:	2	Addresses Inspected:	3
Percentage Defective:		67% of units or areas inspected	

2 of 3 tested 66% at unit/plan 101

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

1 of 3 tested 33% at unit/plan 102

Observed Defective at:		Addresses Inspected:	
Address:	Address:	Address:	Address:
Tom Noon 8879 Unit 103-stairs		Tom Noon 8879 Unit 103	
Observed Defective at:		Addresses Inspected:	
Addresses:	1	Addresses Inspected:	1
Percentage Defective:		100% of units or areas inspected	

1 of 1 tested 100% at unit/plan 103

4 of 7 tested=57%

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 7 addresses already inspected, and 4 found defective, assume 57% of unit to unit party walls without shear panels require the following repair:

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

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

10.0 FIRE RESISTIVE CONSTRUCTION

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

Observed Defective at:		Addresses Inspected:	
Address:	Address:	Address:	Address:
Horizon Wind 8729 Unit 101		Horizon Wind 8729 Unit 101	Thunder Sky 9450 Unit 101
Horizon Wind 8749 Unit 101	Tom Noon 8638 Unit 101	Horizon Wind 8749 Unit 101	Tom Noon 8638 Unit 101
Horizon Wind 8760 Unit 101	Tom Noon 8788 Unit 101	Horizon Wind 8760 Unit 101	Tom Noon 8788 Unit 101
	Tom Noon 8828 Unit 101		Tom Noon 8828 Unit 101
	Traveling Breeze 8694 Unit 101		Traveling Breeze 8694 Unit 101
	Traveling Breeze 8785 Unit 101		Traveling Breeze 8785 Unit 101
Observed Defective at:		Addresses Inspected:	
Addresses:	8	Addresses Inspected:	9
Percentage Defective:		89% of units or areas inspected	

8 of 9 tested 89% at unit/plan 101

Observed Defective at:		Addresses Inspected:	
Address:	Address:	Address:	Address:
	Tom Noon 8618 Unit 102	Horizon Wind 8660 Unit 102	Tom Noon 8618 Unit 102
	Traveling Breeze 8665 Unit 102	Horizon Wind 8749 Unit 102	Traveling Breeze 8665 Unit 102
Horizon Wind 8810 Unit 102	Traveling Breeze 8674 Unit 102	Horizon Wind 8810 Unit 102	Traveling Breeze 8674 Unit 102
Thunder Sky 9440 Unit 102		Thunder Sky 9440 Unit 102	Traveling Breeze 8764 Unit 102
Observed Defective at:		Addresses Inspected:	
Addresses:	5	Addresses Inspected:	8
Percentage Defective:		63% of units or areas inspected	

5 of 8 tested 63% at unit/plan 102

Observed Defective at:		Addresses Inspected:	
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 8670 Unit 103	Traveling Breeze 8775 Unit 103
Horizon Wind 8730 Unit 103	Traveling Breeze 8824 Unit 103	Horizon Wind 8730 Unit 103	Traveling Breeze 8824 Unit 103
Horizon Wind 8740 Unit 103		Horizon Wind 8740 Unit 103	
Horizon Wind 8759 Unit 103		Horizon Wind 8759 Unit 103	
Horizon Wind 8789 Unit 103		Horizon Wind 8789 Unit 103	
Thunder Sky 9440 Unit 103		Thunder Sky 9440 Unit 103	
Observed Defective at:		Addresses Inspected:	
Addresses:	10	Addresses Inspected:	10
Percentage Defective:		100% of units or areas inspected	

10 of 10 tested 100% at unit/plan 103

23 of 27 tested=85%

10.0 FIRE RESISTIVE CONSTRUCTION

Violations of Codes and Standards:

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

Resultant Damage:

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

Repair Recommendation:

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

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

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Preliminary Defect List &
Repair Recommendations
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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.

Observed Defective at:		Addresses Inspected:	
Address:	Address:	Address:	Address:
Horizon Wind 8650 Unit 101	Thunder Sky 9480 Unit 101	Horizon Wind 8650 Unit 101	Thunder Sky 9480 Unit 101
Horizon Wind 8729 Unit 101	Tom Noon 8638 Unit 101	Horizon Wind 8729 Unit 101	Tom Noon 8638 Unit 101
Horizon Wind 8749 Unit 101	Tom Noon 8788 Unit 101	Horizon Wind 8749 Unit 101	Tom Noon 8788 Unit 101
Horizon Wind 8760 Unit 101		Horizon Wind 8768 Unit 101	Tom Noon 8828 Unit 101
	Traveling Breeze 8785 Unit 101		Traveling Breeze 8694 Unit 101
			Traveling Breeze 8785 Unit 101
Observed Defective at:		Addresses Inspected:	
Addresses:	8	Addresses Inspected:	10
Percentage Defective:		80% of units or areas inspected	

8 of 10 tested 80% at unit/plan 101

Observed Defective at:		Addresses Inspected:	
Address:	Address:	Address:	Address:
Horizon Wind 8639 Unit 102	Tom Noon 8618 Unit 102	Horizon Wind 8639 Unit 102	Tom Noon 8618 Unit 102
Horizon Wind 8660 Unit 102	Tom Noon 8758 Unit 102	Horizon Wind 8660 Unit 102	Tom Noon 8758 Unit 102
Horizon Wind 8749 Unit 102	Traveling Breeze 8665 Unit 102	Horizon Wind 8749 Unit 102	Traveling Breeze 8665 Unit 102
Horizon Wind 8799 Unit 102	Traveling Breeze 8674 Unit 102	Horizon Wind 8799 Unit 102	Traveling Breeze 8674 Unit 102
	Traveling Breeze 8694 Unit 102	Horizon Wind 8810 Unit 102	Traveling Breeze 8694 Unit 102
Thunder Sky 9440 Unit 102	Traveling Breeze 8764 Unit 102	Thunder Sky 9440 Unit 102	Traveling Breeze 8764 Unit 102
	Traveling Breeze 8805 Unit 102		Traveling Breeze 8665 Unit 102
Observed Defective at:		Addresses Inspected:	
Addresses:	12	Addresses Inspected:	13
Percentage Defective:		92% of units or areas inspected	

12 of 13 tested 92% at unit/plan 102

Observed Defective at:		Addresses Inspected:	
Address:	Address:	Address:	Address:
Horizon Wind 8649 Unit 103	Horizon Wind 8789 Unit 103	Horizon Wind 8649 Unit 103	Horizon Wind 8789 Unit 103
Horizon Wind 8650 Unit 103	Thunder Sky 9440 Unit 103	Horizon Wind 8650 Unit 103	Thunder Sky 9440 Unit 103
Horizon Wind 8670 Unit 103	Tom Noon 8679 Unit 103	Horizon Wind 8670 Unit 103	Tom Noon 8679 Unit 103
Horizon Wind 8730 Unit 103	Traveling Breeze 8645 Unit 103	Horizon Wind 8730 Unit 103	Traveling Breeze 8645 Unit 103
Horizon Wind 8740 Unit 103	Traveling Breeze 8775 Unit 103	Horizon Wind 8740 Unit 103	Traveling Breeze 8775 Unit 103
Horizon Wind 8759 Unit 103	Traveling Breeze 8824 Unit 103	Horizon Wind 8759 Unit 103	Traveling Breeze 8824 Unit 103
Observed Defective at:		Addresses Inspected:	
Addresses:	12	Addresses Inspected:	12
Percentage Defective:		100% of units or areas inspected	

12 of 12 tested 100% at unit/plan 103

32 of 35 tested=91%

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 c, 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.
- Repair requires destruction of non-defective interior finishes.

Repair Recommendation:

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

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

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

FOR MEDIATION PURPOSES ONLY.
N.R.S. 46.109 and N.R.S.40.580

11.01 Defect: Wallboard system failure; cracking.

Location: At unit interiors.

Violation of Codes and Standards:

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

Resultant Damage:

- Wallboard cracking.
- Not maintainable as constructed.

Repair Recommendations:

- A. Repair wallboard cracking at walls and ceilings, with fiberglass mesh tape and joint compound. Assume 46% of the units with an average of 8.7 linear feet each.
- B. Texture repair areas to match existing. Paint entire ceiling or wall plane to match existing. (Coordinate with other interior repairs).

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11.0 WALLBOARD

FOR MEDIATION PURPOSES ONLY.
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Observed Defective at:		Addresses Inspected:	
Address:	Address:	Address:	Address:
Horizon Wind 8669 Unit 101	Tom Noon 8717 Unit 101	Horizon Wind 8650 Unit 101	Tom Noon 8658 Unit 101
Horizon Wind 8729 Unit 101		Horizon Wind 8669 Unit 101	Tom Noon 8717 Unit 101
Horizon Wind 8730 Unit 101		Horizon Wind 8729 Unit 101	Tom Noon 8718 Unit 101
Horizon Wind 8749 Unit 101	Tom Noon 8818 Unit 101	Horizon Wind 8730 Unit 101	Tom Noon 8788 Unit 101
Horizon Wind 8750 Unit 101		Horizon Wind 8749 Unit 101	Tom Noon 8818 Unit 101
Horizon Wind 8750 Unit 101	Traveling Breeze 8644 Unit 101	Horizon Wind 8750 Unit 101	Tom Noon 8828 Unit 101
Horizon Wind 8789 Unit 101	Traveling Breeze 8694 Unit 101	Horizon Wind 8760 Unit 101	Traveling Breeze 8644 Unit 101
Horizon Wind 8799 Unit 101		Horizon Wind 8789 Unit 101	Traveling Breeze 8694 Unit 101
Horizon Wind 8800 Unit 101		Horizon Wind 8799 Unit 101	Traveling Breeze 8695 Unit 101
Thunder Sky 9440 Unit 101		Horizon Wind 8800 Unit 101	Traveling Breeze 8725 Unit 101
		Thunder Sky 9440 Unit 101	Traveling Breeze 8755 Unit 101
		Thunder Sky 9480 Unit 101	Traveling Breeze 8765 Unit 101
Thunder Sky 9490 Unit 101		Thunder Sky 9490 Unit 101	Traveling Breeze 8785 Unit 101
		Tom Noon 8638 Unit 101	Traveling Breeze 8805 Unit 101
Observed Defective at:		Addresses Inspected:	
Addresses:	15	Addresses Inspected:	28
Percentage Defective:		54% of units or areas inspected	

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

Observed Defective at:		Addresses Inspected:	
Address:	Address:	Address:	Address:
		Horizon Wind 8638 Unit 102	Tom Noon 8618 Unit 102
		Horizon Wind 8660 Unit 102	Tom Noon 8637 Unit 102
Horizon Wind 8679 Unit 102	Tom Noon 8647 Unit 102	Horizon Wind 8679 Unit 102	Tom Noon 8647 Unit 102
Horizon Wind 8729 Unit 102	Tom Noon 8668 Unit 102	Horizon Wind 8729 Unit 102	Tom Noon 8668 Unit 102
Horizon Wind 8740 Unit 102	Tom Noon 8679 Unit 102	Horizon Wind 8740 Unit 102	Tom Noon 8679 Unit 102
		Horizon Wind 8749 Unit 102	Tom Noon 8689 Unit 102
	Tom Noon 8718 Unit 102	Horizon Wind 8750 Unit 102	Tom Noon 8718 Unit 102
Horizon Wind 8759 Unit 102		Horizon Wind 8759 Unit 102	Tom Noon 8758 Unit 102
Horizon Wind 8760 Unit 102	Tom Noon 8768 Unit 102	Horizon Wind 8760 Unit 102	Tom Noon 8768 Unit 102
Horizon Wind 8780 Unit 102	Tom Noon 8828 Unit 102	Horizon Wind 8780 Unit 102	Tom Noon 8828 Unit 102
Horizon Wind 8789 Unit 102		Horizon Wind 8789 Unit 102	Traveling Breeze 8654 Unit 102
Horizon Wind 8799 Unit 102		Horizon Wind 8799 Unit 102	Traveling Breeze 8665 Unit 102
		Horizon Wind 8810 Unit 102	Traveling Breeze 8674 Unit 102
		Horizon Wind 8820 Unit 102	Traveling Breeze 8694 Unit 102
		Thunder Sky 9440 Unit 102	Traveling Breeze 8764 Unit 102
Thunder Sky 9470 Unit 102	Traveling Breeze 8805 Unit 102	Thunder Sky 9470 Unit 102	Traveling Breeze 8805 Unit 102
Observed Defective at:		Addresses Inspected:	
Addresses:	16	Addresses Inspected:	32
Percentage Defective:		50% of units or areas inspected	

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

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11.0 WALLBOARD

FOR MEDIATION PURPOSES ONLY.
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Observed Defective at:		Addresses Inspected:	
Address:	Address:	Address:	Address:
Horizon Wind 8639 Unit 103	Thunder Sky 9460 Unit 103	Horizon Wind 8639 Unit 103	Thunder Sky 9460 Unit 103
	Thunder Sky 9470 Unit 103	Horizon Wind 8640 Unit 103	Thunder Sky 9470 Unit 103
		Horizon Wind 8649 Unit 103	Tom Noon 8618 Unit 103
		Horizon Wind 8650 Unit 103	Tom Noon 8637 Unit 103
		Horizon Wind 8670 Unit 103	Tom Noon 8679 Unit 103
Horizon Wind 8680 Unit 103	Tom Noon 8698 Unit 103	Horizon Wind 8680 Unit 103	Tom Noon 8698 Unit 103
Horizon Wind 8729 Unit 103	Tom Noon 8708 Unit 103	Horizon Wind 8729 Unit 103	Tom Noon 8708 Unit 103
Horizon Wind 8730 Unit 103	Tom Noon 8718 Unit 103	Horizon Wind 8730 Unit 103	Tom Noon 8718 Unit 103
		Horizon Wind 8740 Unit 103	Tom Noon 8757 Unit 103
Horizon Wind 8750 Unit 103		Horizon Wind 8750 Unit 103	Tom Noon 8787 Unit 103
		Horizon Wind 8759 Unit 103	Traveling Breeze 8645 Unit 103
Horizon Wind 8779 Unit 103		Horizon Wind 8779 Unit 103	Traveling Breeze 8694 Unit 103
		Horizon Wind 8789 Unit 103	Traveling Breeze 8744 Unit 103
		Horizon Wind 8810 Unit 103	Traveling Breeze 8775 Unit 103
		Thunder Sky 9440 Unit 103	Traveling Breeze 8824 Unit 103
		Thunder Sky 9450 Unit 103	
Observed Defective at:		Addresses Inspected:	
Addresses:	11	Addresses Inspected:	31
Percentage Defective:		35% of units or areas inspected	

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

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

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11.0 WALLBOARD

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

11.02 Defect: Wallboard ceiling and wall stains.

Location: Unit interiors.

Violations of Codes and Standards:

- 2000 International Building Code Sections 1403.2, 1404.2, 1405.2, and 1405.3.
- 2000 International Building Code Commentary Sections 1403.2, 1404.2, 1405.2, and 1405.3. Standard of Care.

Resultant Damage:

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

Repair Recommendation:

Assume 2% of the units require the following repair:

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

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11.0 WALLBOARD

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Observed Defective at:		Addresses Inspected:	
Address:	Address:	Address:	Address:
		Horizon Wind 8650 Unit 101	Tom Noon 8658 Unit 101
		Horizon Wind 8669 Unit 101	Tom Noon 8717 Unit 101
		Horizon Wind 8729 Unit 101	Tom Noon 8718 Unit 101
		Horizon Wind 8730 Unit 101	Tom Noon 8788 Unit 101
		Horizon Wind 8749 Unit 101	Tom Noon 8818 Unit 101
		Horizon Wind 8750 Unit 101	Tom Noon 8828 Unit 101
		Horizon Wind 8760 Unit 101	Traveling Breeze 8644 Unit 101
		Horizon Wind 8789 Unit 101	Traveling Breeze 8694 Unit 101
		Horizon Wind 8799 Unit 101	Traveling Breeze 8695 Unit 101
		Horizon Wind 8800 Unit 101	Traveling Breeze 8725 Unit 101
		Thunder Sky 9440 Unit 101	Traveling Breeze 8755 Unit 101
		Thunder Sky 9480 Unit 101	Traveling Breeze 8765 Unit 101
		Thunder Sky 9490 Unit 101	Traveling Breeze 8785 Unit 101
		Tom Noon 8638 Unit 101	Traveling Breeze 8805 Unit 101
Observed Defective at:		Addresses Inspected:	
Addresses:	0	Addresses Inspected:	28
Percentage Defective:		0% of units or areas inspected	
0 of 28 units inspected=00 % at Unit /Plan 101			

Observed Defective at:		Addresses Inspected:	
Address:	Address:	Address:	Address:
		Horizon Wind 8639 Unit 102	Tom Noon 8618 Unit 102
		Horizon Wind 8660 Unit 102	Tom Noon 8637 Unit 102
		Horizon Wind 8679 Unit 102	Tom Noon 8647 Unit 102
		Horizon Wind 8729 Unit 102	Tom Noon 8668 Unit 102
		Horizon Wind 8740 Unit 102	Tom Noon 8679 Unit 102
		Horizon Wind 8749 Unit 102	Tom Noon 8689 Unit 102
		Horizon Wind 8750 Unit 102	Tom Noon 8718 Unit 102
Horizon Wind 8759 Unit 102	Tom Noon 8758 Unit 102	Horizon Wind 8759 Unit 102	Tom Noon 8758 Unit 102
		Horizon Wind 8760 Unit 102	Tom Noon 8768 Unit 102
		Horizon Wind 8780 Unit 102	Tom Noon 8828 Unit 102
		Horizon Wind 8789 Unit 102	Traveling Breeze 8654 Unit 102
		Horizon Wind 8799 Unit 102	Traveling Breeze 8665 Unit 102
		Horizon Wind 8810 Unit 102	Traveling Breeze 8674 Unit 102
		Horizon Wind 8820 Unit 102	Traveling Breeze 8694 Unit 102
		Thunder Sky 9440 Unit 102	Traveling Breeze 8764 Unit 102
		Thunder Sky 9470 Unit 102	Traveling Breeze 8805 Unit 102
Observed Defective at:		Addresses Inspected:	
Addresses:	2	Addresses Inspected:	32
Percentage Defective:		6% of units or areas inspected	

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Repair Recommendations
January 7, 2008
11.0 WALLBOARD

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

Observed Defective at:		Addresses Inspected:	
Address:	Address:	Address:	Address:
		Horizon Wind 8639 Unit 103	Thunder Sky 9460 Unit 103
		Horizon Wind 8640 Unit 103	Thunder Sky 9470 Unit 103
		Horizon Wind 8649 Unit 103	Tom Noon 8618 Unit 103
		Horizon Wind 8650 Unit 103	Tom Noon 8637 Unit 103
		Horizon Wind 8670 Unit 103	Tom Noon 8679 Unit 103
		Horizon Wind 8680 Unit 103	Tom Noon 8698 Unit 103
		Horizon Wind 8729 Unit 103	Tom Noon 8708 Unit 103
		Horizon Wind 8730 Unit 103	Tom Noon 8718 Unit 103
		Horizon Wind 8740 Unit 103	Tom Noon 8757 Unit 103
		Horizon Wind 8750 Unit 103	Tom Noon 8787 Unit 103
		Horizon Wind 8759 Unit 103	Traveling Breeze 8645 Unit 103
		Horizon Wind 8779 Unit 103	Traveling Breeze 8694 Unit 103
		Horizon Wind 8789 Unit 103	Traveling Breeze 8744 Unit 103
		Horizon Wind 8810 Unit 103	Traveling Breeze 8775 Unit 103
		Thunder Sky 9440 Unit 103	Traveling Breeze 8824 Unit 103
		Thunder Sky 9450 Unit 103	
Observed Defective at:		Addresses Inspected:	
Addresses:	0	Addresses Inspected:	31
Percentage Defective:		0% of units or areas inspected	

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

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

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

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

Violations of Codes and Standards:

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

Resultant Damage:

- Noisy floor system.
- Not maintainable as constructed.

Repair Recommendations:

Assume 68% units require the following repair:

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

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

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

Observed Defective at:		Addresses Inspected:	
Address:	Address:	Address:	Address:
Horizon Wind 8650 Unit 101		Horizon Wind 8650 Unit 101	Tom Noon 8638 Unit 101
Horizon Wind 8669 Unit 101		Horizon Wind 8669 Unit 101	Tom Noon 8717 Unit 101
Horizon Wind 8729 Unit 101		Horizon Wind 8729 Unit 101	Tom Noon 8718 Unit 101
Horizon Wind 8730 Unit 101	Tom Noon 8788 Unit 101	Horizon Wind 8730 Unit 101	Tom Noon 8788 Unit 101
Horizon Wind 8749 Unit 101		Horizon Wind 8749 Unit 101	Tom Noon 8818 Unit 101
Horizon Wind 8750 Unit 101		Horizon Wind 8750 Unit 101	Tom Noon 8828 Unit 101
Horizon Wind 8760 Unit 101	Traveling Breeze 8644 Unit 101	Horizon Wind 8760 Unit 101	Traveling Breeze 8644 Unit 101
	Traveling Breeze 8694 Unit 101	Horizon Wind 8789 Unit 101	Traveling Breeze 8694 Unit 101
Horizon Wind 8799 Unit 101		Horizon Wind 8799 Unit 101	Traveling Breeze 8695 Unit 101
Horizon Wind 8800 Unit 101	Traveling Breeze 8725 Unit 101	Horizon Wind 8800 Unit 101	Traveling Breeze 8725 Unit 101
Thunder Sky 9440 Unit 101	Traveling Breeze 8755 Unit 101	Thunder Sky 9440 Unit 101	Traveling Breeze 8755 Unit 101
	Traveling Breeze 8765 Unit 101	Thunder Sky 9480 Unit 101	Traveling Breeze 8765 Unit 101
Thunder Sky 9490 Unit 101	Traveling Breeze 8785 Unit 101	Thunder Sky 9490 Unit 101	Traveling Breeze 8785 Unit 101
		Tom Noon 8638 Unit 101	Traveling Breeze 8805 Unit 101
Observed Defective at:		Addresses Inspected:	
Addresses:	18	Addresses Inspected:	28
Percentage Defective:		64% of units or areas inspected	

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

Observed Defective at:		Addresses Inspected:	
Address:	Address:	Address:	Address:
Horizon Wind 8639 Unit 102	Tom Noon 8618 Unit 102	Horizon Wind 8639 Unit 102	Tom Noon 8618 Unit 102
Horizon Wind 8660 Unit 102	Tom Noon 8637 Unit 102	Horizon Wind 8660 Unit 102	Tom Noon 8637 Unit 102
Horizon Wind 8679 Unit 102	Tom Noon 8647 Unit 102	Horizon Wind 8679 Unit 102	Tom Noon 8647 Unit 102
Horizon Wind 8729 Unit 102	Tom Noon 8668 Unit 102	Horizon Wind 8729 Unit 102	Tom Noon 8668 Unit 102
		Horizon Wind 8740 Unit 102	Tom Noon 8679 Unit 102
		Horizon Wind 8749 Unit 102	Tom Noon 8689 Unit 102
	Tom Noon 8718 Unit 102	Horizon Wind 8750 Unit 102	Tom Noon 8718 Unit 102
Horizon Wind 8759 Unit 102	Tom Noon 8758 Unit 102	Horizon Wind 8759 Unit 102	Tom Noon 8758 Unit 102
Horizon Wind 8760 Unit 102		Horizon Wind 8760 Unit 102	Tom Noon 8768 Unit 102
Horizon Wind 8780 Unit 102		Horizon Wind 8780 Unit 102	Tom Noon 8828 Unit 102
Horizon Wind 8789 Unit 102	Traveling Breeze 8634 Unit 102	Horizon Wind 8789 Unit 102	Traveling Breeze 8634 Unit 102
Horizon Wind 8799 Unit 102	Traveling Breeze 8665 Unit 102	Horizon Wind 8799 Unit 102	Traveling Breeze 8665 Unit 102
Horizon Wind 8810 Unit 102	Traveling Breeze 8674 Unit 102	Horizon Wind 8810 Unit 102	Traveling Breeze 8674 Unit 102
Horizon Wind 8820 Unit 102		Horizon Wind 8820 Unit 102	Traveling Breeze 8694 Unit 102
Thunder Sky 9440 Unit 102	Traveling Breeze 8764 Unit 102	Thunder Sky 9440 Unit 102	Traveling Breeze 8764 Unit 102
Thunder Sky 9470 Unit 102	Traveling Breeze 8805 Unit 102	Thunder Sky 9470 Unit 102	Traveling Breeze 8805 Unit 102
Observed Defective at:		Addresses Inspected:	
Addresses:	24	Addresses Inspected:	32
Percentage Defective:		75% of units or areas inspected	

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

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January 7, 2008
14.0 SUB-FLOORS

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

Observed Defective at:		Addresses Inspected:	
Address:	Address:	Address:	Address:
Horizon Wind 8639 Unit 103	Thunder Sky 9460 Unit 103	Horizon Wind 8639 Unit 103	Thunder Sky 9460 Unit 103
	Thunder Sky 9470 Unit 103	Horizon Wind 8640 Unit 103	Thunder Sky 9470 Unit 103
	Tom Noon 8618 Unit 103	Horizon Wind 8649 Unit 103	Tom Noon 8618 Unit 103
		Horizon Wind 8650 Unit 103	Tom Noon 8637 Unit 103
Horizon Wind 8670 Unit 103		Horizon Wind 8670 Unit 103	Tom Noon 8679 Unit 103
Horizon Wind 8680 Unit 103	Tom Noon 8698 Unit 103	Horizon Wind 8680 Unit 103	Tom Noon 8698 Unit 103
Horizon Wind 8729 Unit 103		Horizon Wind 8729 Unit 103	Tom Noon 8708 Unit 103
		Horizon Wind 8730 Unit 103	Tom Noon 8718 Unit 103
Horizon Wind 8740 Unit 103	Tom Noon 8757 Unit 103	Horizon Wind 8740 Unit 103	Tom Noon 8757 Unit 103
Horizon Wind 8750 Unit 103	Tom Noon 8787 Unit 103	Horizon Wind 8750 Unit 103	Tom Noon 8787 Unit 103
Horizon Wind 8759 Unit 103	Traveling Breeze 8645 Unit 103	Horizon Wind 8759 Unit 103	Traveling Breeze 8645 Unit 103
Horizon Wind 8779 Unit 103	Traveling Breeze 8694 Unit 103	Horizon Wind 8779 Unit 103	Traveling Breeze 8694 Unit 103
		Horizon Wind 8789 Unit 103	Traveling Breeze 8744 Unit 103
	Traveling Breeze 8775 Unit 103	Horizon Wind 8810 Unit 103	Traveling Breeze 8775 Unit 103
Thunder Sky 9440 Unit 103	Traveling Breeze 8824 Unit 103	Thunder Sky 9440 Unit 103	Traveling Breeze 8824 Unit 103
Thunder Sky 9450 Unit 103		Thunder Sky 9450 Unit 103	
Observed Defective at:		Addresses Inspected:	
Addresses:	20	Addresses Inspected:	31
Percentage Defective:		65% of units or areas inspected	

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

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

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Preliminary Defect List &
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FOR MEDIATION PURPOSES ONLY.
N.R.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.

Observed Defective at:		Addresses Inspected:	
Address:	Address:	Address:	Address:
Horizon Wind 8639 Unit 102	Tom Noon 8618 Unit 102	Horizon Wind 8639 Unit 102	Tom Noon 8618 Unit 102
		Horizon Wind 8660 Unit 102	Tom Noon 8637 Unit 102
Horizon Wind 8679 Unit 102	Tom Noon 8647 Unit 102	Horizon Wind 8679 Unit 102	Tom Noon 8647 Unit 102
Horizon Wind 8729 Unit 102	Tom Noon 8668 Unit 102	Horizon Wind 8729 Unit 102	Tom Noon 8668 Unit 102
	Tom Noon 8679 Unit 102	Horizon Wind 8740 Unit 102	Tom Noon 8679 Unit 102
	Tom Noon 8689 Unit 102	Horizon Wind 8749 Unit 102	Tom Noon 8689 Unit 102
	Tom Noon 8718 Unit 102	Horizon Wind 8750 Unit 102	Tom Noon 8718 Unit 102
Horizon Wind 8759 Unit 102	Tom Noon 8758 Unit 102	Horizon Wind 8759 Unit 102	Tom Noon 8758 Unit 102
Horizon Wind 8760 Unit 102		Horizon Wind 8760 Unit 102	Tom Noon 8768 Unit 102
	Tom Noon 8828 Unit 102	Horizon Wind 8780 Unit 102	Tom Noon 8828 Unit 102
Horizon Wind 8789 Unit 102	Traveling Breeze 8654 Unit 102	Horizon Wind 8789 Unit 102	Traveling Breeze 8654 Unit 102
Horizon Wind 8799 Unit 102	Traveling Breeze 8665 Unit 102	Horizon Wind 8799 Unit 102	Traveling Breeze 8665 Unit 102
Horizon Wind 8810 Unit 102		Horizon Wind 8810 Unit 102	Traveling Breeze 8674 Unit 102
		Horizon Wind 8820 Unit 102	Traveling Breeze 8694 Unit 102
Thunder Sky 9440 Unit 102	Traveling Breeze 8764 Unit 102	Thunder Sky 9440 Unit 102	Traveling Breeze 8764 Unit 102
Thunder Sky 9470 Unit 102	Traveling Breeze 8805 Unit 102	Thunder Sky 9470 Unit 102	Traveling Breeze 8805 Unit 102
Observed Defective at:		Addresses Inspected:	
Addresses:	22	Addresses Inspected:	32
Percentage Defective:		69% of units or areas inspected	

Violations of Codes and Standards:

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

Resultant Damage:

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

Repair Recommendations:

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

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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.

Observed Defective at:		Addresses Inspected:	
Address:	Address:	Address:	Address:
Horizon Wind 8658 Unit 101	Tom Noon 8658 Unit 101	Horizon Wind 8650 Unit 101	Tom Noon 8658 Unit 101
Horizon Wind 8669 Unit 101		Horizon Wind 8669 Unit 101	Tom Noon 8717 Unit 101
Horizon Wind 8729 Unit 101	Tom Noon 8718 Unit 101	Horizon Wind 8729 Unit 101	Tom Noon 8718 Unit 101
Horizon Wind 8730 Unit 101	Tom Noon 8788 Unit 101	Horizon Wind 8730 Unit 101	Tom Noon 8788 Unit 101
Horizon Wind 8749 Unit 101	Tom Noon 8818 Unit 101	Horizon Wind 8749 Unit 101	Tom Noon 8818 Unit 101
	Tom Noon 8828 Unit 101	Horizon Wind 8750 Unit 101	Tom Noon 8828 Unit 101
Horizon Wind 8760 Unit 101	Traveling Breeze 8644 Unit 101	Horizon Wind 8760 Unit 101	Traveling Breeze 8644 Unit 101
Horizon Wind 8789 Unit 101	Traveling Breeze 8694 Unit 101	Horizon Wind 8789 Unit 101	Traveling Breeze 8694 Unit 101
Horizon Wind 8790 Unit 101	Traveling Breeze 8695 Unit 101	Horizon Wind 8799 Unit 101	Traveling Breeze 8695 Unit 101
Horizon Wind 8800 Unit 101		Horizon Wind 8800 Unit 101	Traveling Breeze 8725 Unit 101
Thunder Sky 9440 Unit 101		Thunder Sky 9440 Unit 101	Traveling Breeze 8755 Unit 101
Thunder Sky 9480 Unit 101		Thunder Sky 9480 Unit 101	Traveling Breeze 8765 Unit 101
Thunder Sky 9490 Unit 101	Traveling Breeze 8785 Unit 101	Thunder Sky 9490 Unit 101	Traveling Breeze 8785 Unit 101
Tom Noon 8638 Unit 101		Tom Noon 8638 Unit 101	Traveling Breeze 8805 Unit 101
Observed Defective at:		Addresses Inspected:	
Addresses:	22	Addresses Inspected:	28
Percentage Defective:		79% of units or areas inspected	

Violations of Codes and Standards:

- Standard of care.

Resultant Damage:

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

Repair Recommendations:

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

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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:



Fig 1.-Single Hung



Fig. 2-Slider



Fig. 3-Picture Window

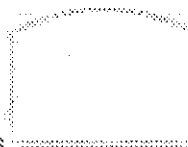


Fig. 4-Shapes

Plan/Unit Type 101 has:

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

Plan/Unit Type 102 has:

- 5-Slider Windows
- 4-Single Hung Windows

Plan/Unit Type 103 has:

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

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

16.01 Defect: Window system failure; staining. (See matrix on next page for addresses)

Location: At weather exposed windows.

Violations of Codes and Standards:

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

Resultant Damage:

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

Repair Recommendation:

This repair covered in 16.03 repair recommendation.

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16.0 WINDOWS

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

Observed Defective at:				Addresses Inspected:			
Address:	Wdw	Address:	Wdw	Address:	Wdw	Address:	Wdw
				Horizon Wind 8650 Unit 101	7	Tom Noon 8658 Unit 101	7
		Tom Noon 8717 Unit 101	1	Horizon Wind 8669 Unit 101	7	Tom Noon 8717 Unit 101	7
		Tom Noon 8718 Unit 101	2	Horizon Wind 8729 Unit 101	7	Tom Noon 8718 Unit 101	7
				Horizon Wind 8730 Unit 101	7	Tom Noon 8738 Unit 101	7
				Horizon Wind 8749 Unit 101	7	Tom Noon 8818 Unit 101	7
				Horizon Wind 8750 Unit 101	7	Tom Noon 8828 Unit 101	7
				Horizon Wind 8760 Unit 101	7	Traveling Breeze 8644 Unit 101	7
				Horizon Wind 8789 Unit 101	7	Traveling Breeze 8694 Unit 101	7
				Horizon Wind 8799 Unit 101	7	Traveling Breeze 8695 Unit 101	7
				Horizon Wind 8800 Unit 101	7	Traveling Breeze 8725 Unit 101	7
				Thunder Sky 9440 Unit 101	7	Traveling Breeze 8755 Unit 101	7
				Thunder Sky 9480 Unit 101	7	Traveling Breeze 8765 Unit 101	7
				Thunder Sky 9490 Unit 101	7	Traveling Breeze 8785 Unit 101	7
				Tom Noon 8638 Unit 101	7	Traveling Breeze 8805 Unit 101	7
Observed Defective at:				Addresses Inspected:			
Addresses:	2	Windows:	3	Addresses Inspected:	28	Windows Inspected:	196
Percentage Defective:		2% observed defective					

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

Observed Defective at:				Addresses Inspected:			
Address:	Wdw	Address:	Wdw	Address:	Wdw	Address:	Wdw
				Horizon Wind 8639 Unit 102	9	Tom Noon 8618 Unit 102	7
				Horizon Wind 8660 Unit 102	9	Tom Noon 8637 Unit 102	9
				Horizon Wind 8679 Unit 102	9	Tom Noon 8647 Unit 102	9
				Horizon Wind 8729 Unit 102	9	Tom Noon 8668 Unit 102	7
				Horizon Wind 8740 Unit 102	9	Tom Noon 8679 Unit 102	9
				Horizon Wind 8749 Unit 102	9	Tom Noon 8689 Unit 102	9
				Horizon Wind 8750 Unit 102	9	Tom Noon 8718 Unit 102	7
				Horizon Wind 8759 Unit 102	9	Tom Noon 8758 Unit 102	7
				Horizon Wind 8760 Unit 102	9	Tom Noon 8768 Unit 102	7
				Horizon Wind 8780 Unit 102	7	Tom Noon 8828 Unit 102	7
				Horizon Wind 8789 Unit 102	7	Traveling Breeze 8654 Unit 102	9
				Horizon Wind 8799 Unit 102	9	Traveling Breeze 8665 Unit 102	7
				Horizon Wind 8810 Unit 102	9	Traveling Breeze 8674 Unit 102	9
				Horizon Wind 8820 Unit 102	9	Traveling Breeze 8694 Unit 102	9
				Thunder Sky 9440 Unit 102	7	Traveling Breeze 8764 Unit 102	9
				Thunder Sky 9470 Unit 102	7	Traveling Breeze 8805 Unit 102	7
Observed Defective at:				Addresses Inspected:			
Addresses:	0	Windows:	0	Addresses Inspected:	32	Windows Inspected:	264
Percentage Defective:		0% observed defective					

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

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16.0 WINDOWS

FOR MEDIATION PURPOSES ONLY.
N.R.S. 48.109 and N.R.S.48.688

Observed Defective at:				Addresses Inspected:			
Address:	Wdw	Address:	Wdw	Address:	Wdw	Address:	Wdw
				Horizon Wind 8639 Unit 103	8	Thunder Sky 9460 Unit 103	8
				Horizon Wind 8640 Unit 103	9	Thunder Sky 9470 Unit 103	8
				Horizon Wind 8649 Unit 103	8	Tom Noon 8618 Unit 103	8
				Horizon Wind 8650 Unit 103	9	Tom Noon 8637 Unit 103	9
				Horizon Wind 8670 Unit 103	9	Tom Noon 8679 Unit 103	9
				Horizon Wind 8680 Unit 103	9	Tom Noon 8698 Unit 103	8
				Horizon Wind 8729 Unit 103	8	Tom Noon 8708 Unit 103	8
		Tom Noon 8718 Unit 103	1	Horizon Wind 8730 Unit 103	9	Tom Noon 8718 Unit 103	8
				Horizon Wind 8740 Unit 103	9	Tom Noon 8757 Unit 103	9
				Horizon Wind 8750 Unit 103	9	Tom Noon 8787 Unit 103	8
				Horizon Wind 8759 Unit 103	9	Traveling Breeze 8645 Unit 103	8
				Horizon Wind 8779 Unit 103	8	Traveling Breeze 8694 Unit 103	7
				Horizon Wind 8789 Unit 103	8	Traveling Breeze 8744 Unit 103	8
				Horizon Wind 8810 Unit 103	9	Traveling Breeze 8775 Unit 103	8
Thunder Sky 9440 Unit 103	1			Thunder Sky 9440 Unit 103	8	Traveling Breeze 8824 Unit 103	8
Thunder Sky 9450 Unit 103	2			Thunder Sky 9450 Unit 103	8		
Observed Defective at:				Addresses Inspected:			
Addresses:	3	Windows:	4	Addresses Inspected:	31	Windows Inspected:	259
Percentage Defective:		2% observed defective					

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

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

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16.0 WINDOWS

FOR MEDIATION PURPOSES ONLY.
N.R.S. 48.109 and N.R.S.40.690

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

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

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

Observed Defective at:				Addresses Inspected:	
Address:	Windows	Address:	Windows	Address:	Address:
Horizon Wind 8639 Unit 102	1	Traveling Breeze 8674 Unit 102	1	Horizon Wind 8639 Unit 102	Tom Noon 8618 Unit 102
Horizon Wind 8660 Unit 102	1			Horizon Wind 8660 Unit 102	Tom Noon 8758 Unit 102
Horizon Wind 8749 Unit 102	1			Horizon Wind 8749 Unit 102	Traveling Breeze 8665 Unit 102
Thunder Sky 8440 Unit 102	1			Horizon Wind 8799 Unit 102	Traveling Breeze 8674 Unit 102
				Thunder Sky 8440 Unit 102	Traveling Breeze 8694 Unit 102
				Horizon Wind 8810 Unit 102	Traveling Breeze 8764 Unit 102
Observed Defective at:				Addresses Inspected:	
Addresses:	5	Windows:	5	Addresses Inspected:	12
Percentage Defective:	42%	of units or areas inspected			

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

Observed Defective at:				Addresses Inspected:	
Address:	Windows	Address:	Windows	Address:	Address:
Horizon Wind 8649 Unit 103	1			Horizon Wind 8649 Unit 103	Tom Noon 8679 Unit 103
Horizon Wind 8650 Unit 103	1			Horizon Wind 8650 Unit 103	Traveling Breeze 8775 Unit 103
				Horizon Wind 8670 Unit 103	
				Horizon Wind 8730 Unit 103	
				Horizon Wind 8740 Unit 103	
				Horizon Wind 8788 Unit 103	
Observed Defective at:				Addresses Inspected:	
Addresses:	2	Windows:	2	Addresses Inspected:	8
Percentage Defective:	25%	of units or areas inspected			

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

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

Violations of Codes and Standards:

- AAMA 502 "Specification for Field Testing of Windows and Sliding Glass Doors."
- ASTM E 1105 "Field Determination of Water Penetration of Installed Exterior Windows, Curtain Walls and Doors by Uniform or Cyclic Static Air Pressure Difference."
- 2000 International Building Code Sections 1403.2, 1404.2, 1405.2 and 1405.3.
- 2000 International Building Code Commentary Sections 1403.2, 1404.2, 1405.2, and 1405.3.
- Standard of care.

Resultant Damage:

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

Repair Recommendation:

This repair covered in 16.03 repair recommendation.

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16.0 WINDOWS

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

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

Location: At weather exposed windows.

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

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

Observed Defective at:				Addresses Inspected:	
Address:	Windows	Address:	Windows	Address:	Address:
Horizon Wind 8639 Unit 102	1	Tom Noon 8618 Unit 102	1	Horizon Wind 8639 Unit 102	Tom Noon 8618 Unit 102
Horizon Wind 8660 Unit 102	1	Tom Noon 8758 Unit 102	1	Horizon Wind 8660 Unit 102	Tom Noon 8758 Unit 102
Horizon Wind 8749 Unit 102	1	Traveling Breeze 8665 Unit 102	1	Horizon Wind 8749 Unit 102	Traveling Breeze 8665 Unit 102
Horizon Wind 8799 Unit 102	1	Traveling Breeze 8674 Unit 102	1	Horizon Wind 8799 Unit 102	Traveling Breeze 8674 Unit 102
Thunder Sky 9440 Unit 102	1	Traveling Breeze 8694 Unit 102	1	Thunder Sky 9440 Unit 102	Traveling Breeze 8694 Unit 102
Horizon Wind 8810 Unit 102	1	Traveling Breeze 8764 Unit 102	1	Horizon Wind 8810 Unit 102	Traveling Breeze 8764 Unit 102
Observed Defective at:				Addresses Inspected:	
Addresses:	12	Windows:	12	Addresses Inspected:	12
Percentage Defective:	100%	of units or areas inspected			

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

Observed Defective at:				Addresses Inspected:	
Address:	Windows	Address:	Windows	Address:	Address:
Horizon Wind 8649 Unit 103	1	Tom Noon 8679 Unit 103	1	Horizon Wind 8649 Unit 103	Tom Noon 8679 Unit 103
Horizon Wind 8650 Unit 103	1	Traveling Breeze 8775 Unit 103	1	Horizon Wind 8650 Unit 103	Traveling Breeze 8775 Unit 103
Horizon Wind 8670 Unit 103	1			Horizon Wind 8670 Unit 103	
Horizon Wind 8730 Unit 103	1			Horizon Wind 8730 Unit 103	
Horizon Wind 8740 Unit 103	1			Horizon Wind 8740 Unit 103	
Horizon Wind 8789 Unit 103	1			Horizon Wind 8789 Unit 103	
Observed Defective at:				Addresses Inspected:	
Addresses:	8	Windows:	8	Addresses Inspected:	8
Percentage Defective:	100%	of units or areas inspected			

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

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

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16.0 WINDOWS

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

Violations of Codes and Standards:

- One Coat Stucco Manufacturers Specifications (Expo Fibrewall - 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.

Repair Recommendation:

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

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

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

Location: At weather exposed windows.

Observed Defective at:				Addresses Inspected:	
Address:	Windows	Address:	Windows	Address:	Address:
Thunder Sky 9480 Unit 101	1	Tom Noon 8638 Unit 101	1	Thunder Sky 9480 Unit 101	Tom Noon 8638 Unit 101
		Tom Noon 8628 Unit 101	1	Horizon Wind 8650 Unit 101	Tom Noon 8628 Unit 101
		Traveling Breeze 8785 Unit 101	1		Traveling Breeze 8785 Unit 101
Observed Defective at:				Addresses Inspected:	
Addresses:	4	Windows:	4	Addresses Inspected:	5
Percentage Defective:	80%	of units or areas inspected			

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

Observed Defective at:				Addresses Inspected:	
Address:	Windows	Address:	Windows	Address:	Address:
				Horizon Wind 8638 Unit 102	Tom Noon 8618 Unit 102
				Horizon Wind 8650 Unit 102	Tom Noon 8758 Unit 102
				Horizon Wind 8749 Unit 102	Traveling Breeze 8668 Unit 102
				Horizon Wind 8799 Unit 102	Traveling Breeze 8674 Unit 102
		Traveling Breeze 8694 Unit 102	1	Thunder Sky 9440 Unit 102	Traveling Breeze 8694 Unit 102
		Traveling Breeze 8764 Unit 102	1	Horizon Wind 8810 Unit 102	Traveling Breeze 8764 Unit 102
Observed Defective at:				Addresses Inspected:	
Addresses:	2	Windows:	2	Addresses Inspected:	12
Percentage Defective:	17%	of units or areas inspected			

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

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

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

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

Violations of Codes and Standards:

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

Resultant Damage:

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

Repair Recommendation:

This repair covered in 16.03 repair recommendation.

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

- 16.05 Defect:** Flashing improperly installed; sill flashing terminates short of jamb/sill fin, reverse lapped to flashing at sill and folded.
Location: At weather exposed windows.

Observed Defective at:				Addresses Inspected:	
Address:	Windows	Address:	Windows	Address:	Address:
Thunder Sky 9480 Unit 101	1			Thunder Sky 9480 Unit 101	Tom Noon 8636 Unit 101
Horizon Wind 8650 Unit 101	1			Horizon Wind 8650 Unit 101	Tom Noon 8628 Unit 101
					Traveling Breeze 8765 Unit 101
Observed Defective at:				Addresses Inspected:	
Addresses:	2	Windows:	2	Addresses Inspected:	5
Percentage Defective:	40%	of units or areas inspected			

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

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

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

Observed Defective at:				Addresses Inspected:	
Address:	Windows	Address:	Windows	Address:	Address:
Horizon Wind 8650 Unit 103	1			Horizon Wind 8659 Unit 103	Tom Noon 8679 Unit 103
				Horizon Wind 8660 Unit 103	Traveling Breeze 8775 Unit 103
				Horizon Wind 8670 Unit 103	
Horizon Wind 8730 Unit 103	1			Horizon Wind 8730 Unit 103	
Horizon Wind 8740 Unit 103	1			Horizon Wind 8740 Unit 103	
				Horizon Wind 8789 Unit 103	
Observed Defective at:				Addresses Inspected:	
Addresses:	3	Windows:	3	Addresses Inspected:	8
Percentage Defective:	38%	of units or areas inspected			

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

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

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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.

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N.R.S. 48.509 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

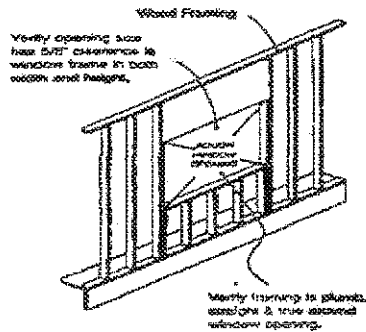
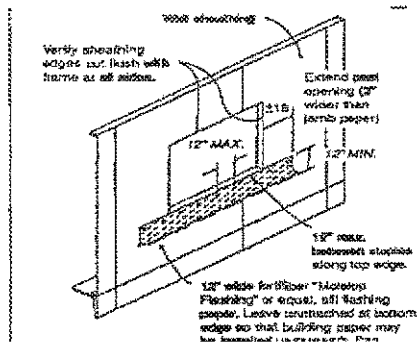


Figure 2



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

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

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

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

Observed Defective at:				Addresses Inspected:	
Address:	Windows	Address:	Windows	Address:	Address:
Horizon Wind 8639 Unit 102	1	Tom Noon 8618 Unit 102	1	Horizon Wind 8639 Unit 102	Tom Noon 8618 Unit 102
Horizon Wind 8660 Unit 102	1	Tom Noon 8758 Unit 102	1	Horizon Wind 8660 Unit 102	Tom Noon 8758 Unit 102
Horizon Wind 8799 Unit 102	1	Traveling Breeze 8665 Unit 102	1	Horizon Wind 8799 Unit 102	Traveling Breeze 8665 Unit 102
		Traveling Breeze 8764 Unit 102	1		Traveling Breeze 8764 Unit 102
Observed Defective at:				Addresses Inspected:	
Addresses:	7	Windows:	7	Addresses Inspected:	7
Percentage Defective:	100%	of units or areas inspected			

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

Observed Defective at:				Addresses Inspected:	
Address:	Windows	Address:	Windows	Address:	Address:
Horizon Wind 8650 Unit 103	1			Horizon Wind 8650 Unit 103	
Horizon Wind 8670 Unit 103	1			Horizon Wind 8670 Unit 103	
Horizon Wind 8730 Unit 103	1			Horizon Wind 8730 Unit 103	
Horizon Wind 8789 Unit 103	1			Horizon Wind 8789 Unit 103	
Observed Defective at:				Addresses Inspected:	
Addresses:	4	Windows:	4	Addresses Inspected:	4
Percentage Defective:	100%	of units or areas inspected			

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

12 of 12 windows with shear panels tested =100 %

Violations of Codes and Standards:

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

Resultant Damage:

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

Repair Recommendation:

This repair covered in 16.03 repair recommendation.

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N.R.S. 48.199 and N.R.S.48.680

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

Observed Defective at:				Addresses Inspected:	
Address:	Windows	Address:	Windows	Address:	Address:
		Tom Noon 8638 Unit 101	1	Horizon Wind 8650 Unit 101	Tom Noon 8632 Unit 101
Thunder Sky 9480 Unit 101	1			Thunder Sky 8480 Unit 101	Tom Noon 8628 Unit 101
					Traveling Breeze 8785 Unit 101
Observed Defective at:				Addresses Inspected:	
Addresses:	2	Windows:	2	Addresses Inspected:	5
Percentage Defective:	40%	of units or areas inspected			

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

Observed Defective at:				Addresses Inspected:	
Address:	Windows	Address:	Windows	Address:	Address:
Horizon Wind 8639 Unit 102	1			Horizon Wind 8639 Unit 102	Tom Noon 8618 Unit 102
		Horizon Wind 8810 Unit 102	1	Horizon Wind 8660 Unit 102	Tom Noon 8758 Unit 102
				Horizon Wind 8748 Unit 102	Traveling Breeze 8665 Unit 102
		Tom Noon 8758 Unit 102	1	Horizon Wind 8799 Unit 102	Traveling Breeze 8674 Unit 102
Horizon Wind 8749 Unit 102	1	Traveling Breeze 8665 Unit 102	1	Thunder Sky 9440 Unit 102	Traveling Breeze 8694 Unit 102
Horizon Wind 8799 Unit 102	1	Traveling Breeze 8674 Unit 102	1	Horizon Wind 8810 Unit 102	
Thunder Sky 9440 Unit 102	1	Traveling Breeze 8694 Unit 102	1	Thunder Sky 9440 Unit 102	
Observed Defective at:				Addresses Inspected:	
Addresses:	9	Windows:	9	Addresses Inspected:	12
Percentage Defective:	75%	of units or areas inspected			

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

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

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

17 of 25 windows tested=68%

Violations of Codes and Standards:

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

Resultant Damage:

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

Repair Recommendation:

This repair covered in 16.03 repair recommendation.

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

Observed Defective at:				Addresses Inspected:	
Address:	Windows	Address:	Windows	Address:	Address:
Horizon Wind 8650 Unit 101	1	Tom Noon 8638 Unit 101	1	Horizon Wind 8650 Unit 101	Tom Noon 8638 Unit 101
		Tom Noon 8628 Unit 101	1	Thunder Sky 8480 Unit 101	Tom Noon 8628 Unit 101
		Traveling Breeze 8785 Unit 101	1		Traveling Breeze 8785 Unit 101
Observed Defective at:				Addresses Inspected:	
Addresses:	4	Windows:	4	Addresses Inspected:	5
Percentage Defective:	80%	of units or areas inspected			

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

Observed Defective at:				Addresses Inspected:	
Address:	Windows	Address:	Windows	Address:	Address:
Horizon Wind 8639 Unit 102	1	Tom Noon 8618 Unit 102	1	Horizon Wind 8639 Unit 102	Tom Noon 8618 Unit 102
Horizon Wind 8660 Unit 102	1			Horizon Wind 8660 Unit 102	Tom Noon 8758 Unit 102
		Traveling Breeze 8665 Unit 102	1	Horizon Wind 8749 Unit 102	Traveling Breeze 8665 Unit 102
				Horizon Wind 8799 Unit 102	Traveling Breeze 8674 Unit 102
				Thunder Sky 9440 Unit 102	Traveling Breeze 8694 Unit 102
Horizon Wind 8610 Unit 102	1			Horizon Wind 8610 Unit 102	Traveling Breeze 8764 Unit 102
Observed Defective at:				Addresses Inspected:	
Addresses:	5	Windows:	5	Addresses Inspected:	12
Percentage Defective:	42%	of units or areas inspected			

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

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

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

13 of 25 windows tested=52%

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

Investigated for Defect at Elevation B:

- a. 23 Buildings: Defective plus - 8650 Horizon Wind, 8670 Horizon Wind, 8739 Horizon Wind, 8750 Horizon Wind, 8759 Horizon Wind, 8779 Horizon Wind, 8780 Horizon Wind, 8810 Horizon Wind, 9430 Thunder Sky, 9450 Thunder Sky, 9470 Thunder Sky, 8637 Tom Noon, 8668 Tom Noon, 8679 Tom Noon, 8708 Tom Noon, 8717 Tom Noon, 8768 Tom Noon, 8828 Tom Noon, 8665 Traveling Breeze, 8694 Traveling 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, 8694 Traveling Breeze, 8775 Traveling Breeze
- e. 9 Buildings: Defective plus - 8679 Tom Noon

Projected Defective at Elevation A:

- a. 10 Buildings: (16% x 61) with a repair at 2 confined rake tiles per building.
- b. 27 Buildings: (44% x 61) with a repair at 2 pan terminations per building.
- c. 61 Buildings: (100% x 61) with a repair at 100% of confined rake per building.
- d. 19 Buildings: (31% x 61) with a repair at 3 pan flashings per building.
- e. 50 Buildings: (81% x 61) with a repair at 5 pan flashings per building.

Projected Defective at Elevation B:

- a. 2 Buildings: (4% x 53) with a repair at 2 confined rake tiles per building.
- b. 29 Buildings: (46% x 53) with a repair at 2 pan terminations per building.
- c. 53 Buildings: (100% x 53) with a repair at 100% of confined rake per building.
- d. 18 Buildings: (33% x 53) with a repair at 3 pan flashings per building.
- e. 47 Buildings: (89% x 53) with a repair at 5 pan flashings per building.

Codes and Standards:

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

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

Repair Recommendations:

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

a,b,c,d,e.

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

• 1.0 TILE ROOFS

1.07 Defect: Headwalls

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

Location: Tile Roof Area

Observed Defective at Elevation A:

- a. 7 Buildings: 8669 Horizon Wind, 8729 Horizon Wind, 8730 Horizon Wind, 9440 Thunder Sky, 8658 Tom Noon, 8644 Traveling Breeze, 8805 Traveling Breeze
- b. 16 Buildings: 8660 Horizon Wind, 8669 Horizon Wind, 8730 Horizon Wind, 8789 Horizon Wind, 9440 Thunder Sky, 8618 Tom Noon, 8638 Tom Noon, 8658 Tom Noon, 8718 Tom Noon, 8758 Tom Noon, 8787 Tom Noon, 8644 Traveling Breeze, 8764 Traveling Breeze, 8765 Traveling Breeze, 8785 Traveling Breeze, 8805 Traveling Breeze
- c. 17 Buildings: 8660 Horizon Wind, 8729 Horizon Wind, 8730 Horizon Wind, 8799 Horizon Wind, 9440 Thunder Sky, 9480 Thunder Sky, 8658 Tom Noon, 8689 Tom Noon, 8718 Tom Noon, 8758 Tom Noon, 8787 Tom Noon, 8654 Traveling Breeze, 8725 Traveling Breeze, 8764 Traveling Breeze, 8765 Traveling Breeze, 8785 Traveling Breeze, 8805 Traveling Breeze
- d. 31 Buildings: 8640 Horizon Wind, 8649 Horizon Wind, 8660 Horizon Wind, 8669 Horizon Wind, 8729 Horizon Wind, 8730 Horizon Wind, 8740 Horizon Wind, 8749 Horizon Wind, 8760 Horizon Wind, 8789 Horizon Wind, 8799 Horizon Wind, 9440 Thunder Sky, 9460 Thunder Sky, 9480 Thunder Sky, 8618 Tom Noon, 8638 Tom Noon, 8658 Tom Noon, 8689 Tom Noon, 8718 Tom Noon, 8758 Tom Noon, 8787 Tom Noon, 8807 Tom Noon, 8644 Traveling Breeze, 8654 Traveling Breeze, 8695 Traveling Breeze, 8725 Traveling Breeze, 8744 Traveling Breeze, 8764 Traveling Breeze, 8765 Traveling Breeze, 8785 Traveling Breeze, 8805 Traveling Breeze

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Observed Defective at Elevation B:

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

Investigated for Defect at Elevation A:

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

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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, 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, 8694 Traveling 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, 8694 Traveling 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, 8694 Traveling Breeze, 8755 Traveling Breeze
- d. 23 Buildings: Same as Defective

Projected Defective at Elevation A:

- a. 14 Buildings: (23% x 61) with a repair at 12 headwall tiles per building.
- b. 31 Buildings: (52% x 61) with a repair at 15 headwall tiles per building.
- c. 33 Buildings: (55% x 61) with a repair at 50% of headwall flashings per building.
- d. 61 Buildings: (100% x 61) with a repair at 100% of headwall per building.

Projected Defective at Elevation B:

- a. 5 Buildings: (9% x 53) with a repair at 12 headwall tiles per building.
- b. 9 Buildings: (17% x 53) with a repair at 15 headwall tiles per building.
- c. 16 Buildings: (30% x 53) with a repair at 50% of headwall flashings per building.

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

Codes and Standards:

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

Repair Recommendations:

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

a,b,c,d.

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

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• 1.0 TILE ROOFS

1.08 Defect: Plumbing Vents

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

Location: Tile Roof Area

Observed Defective at Elevation A:

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

Observed Defective at Elevation B:

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

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Investigated for Defect at Elevation A:

- a. 16 Buildings: Defective plus - 8729 Horizon Wind, 8740 Horizon Wind, 8789 Horizon Wind, 8799 Horizon Wind, 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, 8694 Traveling Breeze, 8775 Traveling Breeze
- c. 9 Buildings: Defective plus - 8650 Horizon Wind, 8670 Horizon Wind, 8679 Tom Noon, 8665 Traveling Breeze, 8775 Traveling Breeze
- d. 9 Buildings: Same As Defective

Projected Defective at Elevation A:

- a. 34 Buildings: (56% x 61) with a repair at 20 plumbing penetration tiles per building.
- b. 8 Buildings: (13% x 61) with a repair at 2 primary plumbing flashings per building.
- c. 31 Buildings: (50% x 61) with a repair at 14 primary plumbing flashings per building.
- d. 53 Buildings: (88% x 61) with a repair at 18 primary plumbing flashings per building.

Projected Defective at Elevation B:

- a. 35 Buildings: (67% x 53) with a repair at 20 plumbing penetration tiles per building.
- b. 0 Buildings: (0% x 53) with a repair at 2 primary plumbing flashings per building.

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- 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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Codes and Standards:

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

Repair Recommendations:

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

a,b,c,d.

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

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• 1.0 TILE ROOFS

1.09 Defect: B-Vents

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

Location: Tile Roof Area

Observed Defective at Elevation A:

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

Observed Defective at Elevation B:

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

Investigated for Defect at Elevation A:

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

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- b. 16 Buildings: Traveling Breeze, 8785 Traveling Breeze, 8805
Traveling Breeze
Defective plus – 8660 Horizon Wind , 8749
Horizon Wind, 8799 Horizon Wind, 9480 Thunder
Sky, 8618 Tom Noon, 8764 Traveling Breeze

- c. 16 Buildings: Defective plus – 8649 Horizon Wind, 8730 Horizon Wind, 8749 Horizon Wind, 8789 Horizon Wind, 8618 Tom Noon, 8638 Tom Noon, 8654 Traveling Breeze, 8785 Traveling Breeze
- d. 16 Buildings: Defective plus – 8649 Horizon Wind, 8729 Horizon Wind, 8749 Horizon Wind, 8789 Horizon Wind, 8638 Tom Noon, 8758 Tom Noon, 8654 Traveling Breeze, 8764 Traveling Breeze

Investigated for Defect at Elevation B:

- a. 23 Buildings: Defective plus - 8650 Horizon Wind, 8670 Horizon Wind, 8739 Horizon Wind, 8750 Horizon Wind, 8759 Horizon Wind, 8779 Horizon Wind, 8780 Horizon Wind, 8810 Horizon Wind, 9430 Thunder Sky, 9450 Thunder Sky, 9470 Thunder Sky, 8637 Tom Noon, 8679 Tom Noon, 8708 Tom Noon, 8717 Tom Noon, 8757 Tom Noon, 8768 Tom Noon, 8828 Tom Noon, 8665 Traveling Breeze, 8694 Traveling Breeze, 8755 Traveling Breeze, 8775 Traveling Breeze
- b. 9 Buildings: Defective plus – 8739 Horizon Wind, 8828 Tom Noon, 8665 Traveling Breeze
- c. 9 Buildings: Defective plus – 8670 Horizon Wind, 8810 Horizon Wind, 8679 Tom Noon
- d. 9 Buildings: Defective plus – 8739 Horizon Wind, 8679 Tom Noon, 8828 Tom Noon, 8665 Traveling Breeze, 8775 Traveling Breeze

Projected Defective at Elevation A:

- a. 6 Buildings: (10% x 61) with a repair at 1 b-vent per building.
- b. 38 Buildings: (63% x 61) with a repair at 8 b-vent penetration tiles per building.
- c. 31 Buildings: (50% x 61) with a repair at 4 primary b-vent flashings per building.
- d. 31 Buildings: (50% x 61) with a repair at 6 primary b-vent flashings per building.

Projected Defective at Elevation B:

- a. 2 Buildings: (4% x 53) with a repair at 1 b-vent per building.
- b. 35 Buildings: (67% x 53) with a repair at 8 b-vent penetration tiles per building.
- c. 35 Buildings: (67% x 53) with a repair at 4 primary b-vent flashings per building.
- d. 24 Buildings: (44% x 53) with a repair at 6 primary b-vent flashings per building.

Codes and Standards:

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

Repair Recommendations:

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

a,b,c,d.

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

• 1.0 TILE ROOFS

1.10 Defect: T-Tops

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

Location: Tile Roof Area

Observed Defective at Elevation A:

- a. 9 Buildings: 8649 Horizon Wind, 8660 Horizon Wind , 8730 Horizon Wind, 8749 Horizon Wind, 9440 Thunder Sky, 9480 Thunder Sky, 8618 Tom Noon, 8764 Traveling Breeze, 8785 Traveling Breeze
- b. 10 Buildings: 8729 Horizon Wind, 8730 Horizon Wind, 8740 Horizon Wind, 8749 Horizon Wind, 8799 Horizon Wind, 9440 Thunder Sky, 9480 Thunder Sky, 8638 Tom Noon, 8764 Traveling Breeze, 8785 Traveling Breeze
- c. 16 Buildings: 8649 Horizon Wind, 8660 Horizon Wind , 8729 Horizon Wind, 8730 Horizon Wind, 8740 Horizon Wind, 8749 Horizon Wind, 8789 Horizon Wind, 8799 Horizon Wind, 9440 Thunder Sky, 9480 Thunder Sky, 8618 Tom Noon, 8638 Tom Noon, 8758 Tom Noon, 8654 Traveling Breeze, 8764 Traveling Breeze, 8785 Traveling Breeze
- d. 16 Buildings: 8649 Horizon Wind, 8660 Horizon Wind , 8729 Horizon Wind, 8730 Horizon Wind, 8740 Horizon Wind, 8749 Horizon Wind, 8789 Horizon Wind, 8799 Horizon Wind, 9440 Thunder Sky, 9480 Thunder Sky, 8618 Tom Noon, 8638 Tom Noon, 8758 Tom Noon, 8654 Traveling Breeze, 8764 Traveling Breeze, 8785 Traveling Breeze

Observed Defective at Elevation B:

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

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

Investigated for Defect at Elevation A:

- a. 16 Buildings: Defective plus - 8729 Horizon Wind, 8740 Horizon Wind, 8789 Horizon Wind, 8799 Horizon Wind, 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, 8694 Traveling Breeze
- b. 9 Buildings: Defective plus - 8679 Tom Noon, 8665 Traveling Breeze, 8694 Traveling 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

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Repair Recommendations:

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

a,b,c,d.

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

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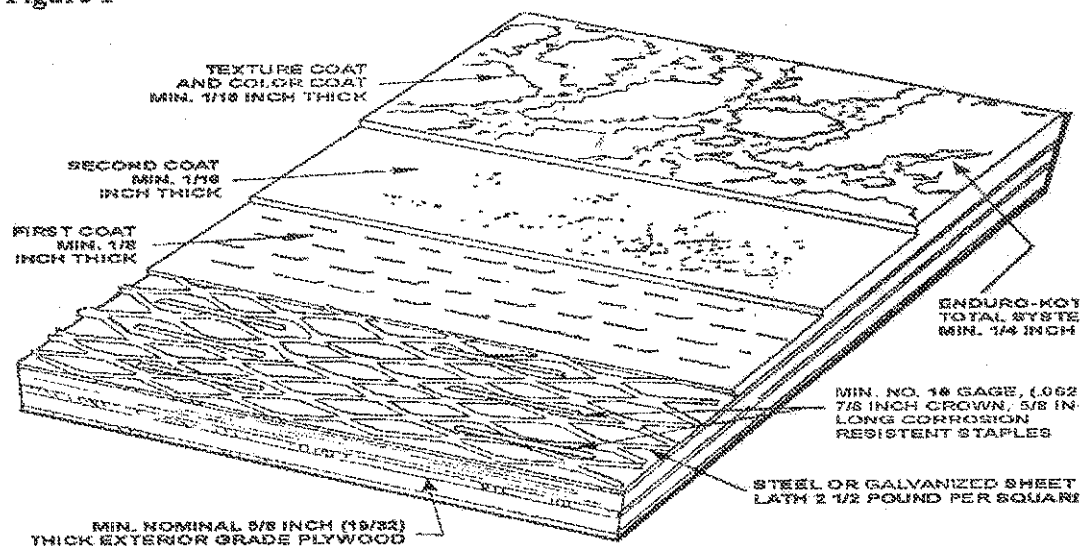
2.0 DECKS AND BALCONIES

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

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

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

Figure 1



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

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2.0 DECKS AND BALCONIES

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

Observed Defective at:		Addresses Inspected:	
Address:	Address:	Address:	Address:
Tom Nbon 8638 Unit 101	Traveling Breeze 8785 Unit 101	Tom Nbon 8638 Unit 101	Traveling Breeze 8785 Unit 101
Observed Defective at:		Addresses Inspected:	
Addresses:	2	Addresses Inspected:	2
Percentage Defective: 100% of units or areas inspected			
2 of 2=100 % walking decks tested at plan/unit 101			

Observed Defective at:		Addresses Inspected:	
Address:	Address:	Address:	Address:
Thunder Sky 9440 Unit 102	Tom Nbon 8758 Unit 102	Thunder Sky 9440 Unit 102	Tom Nbon 8758 Unit 102
Tom Nbon 8618 Unit 102	Traveling Breeze 8665 Unit 102	Tom Nbon 8618 Unit 102	Traveling Breeze 8665 Unit 102
Observed Defective at:		Addresses Inspected:	
Addresses:	4	Addresses Inspected:	4
Percentage Defective: 100% of units or areas inspected			
4 of 4=100 % walking decks tested at plan/unit 102			

Observed Defective at:		Addresses Inspected:	
Address:	Address:	Address:	Address:
Traveling Breeze 8775 Unit 103		Traveling Breeze 8775 Unit 103	
Observed Defective at:		Addresses Inspected:	
Addresses:	1	Addresses Inspected:	1
Percentage Defective: 100% of units or areas inspected			
1 of 1=100 % walking decks tested at plan/unit 103			

7 of 7=100% walking decks tested

2.0 DECKS AND BALCONIES

Violations of Codes and Standards:

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

Resultant Damage:

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

2.0 DECKS AND BALCONIES

Repair Recommendation:

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

Perform repair as follows:

- A. Remove and store existing balcony furnishings and hollow metal guardrail.
- B. Remove and discard 12-inches of perimeter One Coat Stucco system above existing finish floor. Preserve integrity of existing building paper.
- C. Remove and discard One Coat Stucco system as necessary to remove edge metal flashing.
- D. Remove and discard 12-inch wide strip of Enduro-Kote deck coating system all around balcony perimeter.
- E. Remove and discard existing "L" metal and edge metal flashings and "J" mold.
- F. Install new corrosion-resistant "L" metal and "J" mold per industry standard requirements. All new corrosion-resistant "L" metal and "J" mold laps and laps to adjacent transitional sheet metal components shall be a minimum of 4-inches and set in a full bed of Vulkem 116. Nail all edge metal flashing with screw nails or ring shank nails at 3-inches on center staggered. All laps shall be nailed with a five nail pattern. Nails shall be flush and firm.
- G. Lap new building paper with existing building paper and new corrosion-resistant "L" metal flashing and new "J" mold in a "weather board" fashion.
- H. Patch with Enduro-Kote deck coating per manufacturer specifications. Apply over entire surface new texture and color sealer to match existing.
- I. Patch One Coat Stucco system per manufacturer requirements. Match existing texture and paint entire repaired wall plane area.
- J. Prime and paint to match existing.
- K. Re-install balcony furniture and other items.

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

2.0 DECKS AND BALCONIES

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

Observed Defective at:		Addresses Inspected:	
Address:	Address:	Address:	Address:
		Tom Noon 8638 Unit 101	Traveling Breeze 8785 Unit 101
Observed Defective at:		Addresses Inspected:	
Addresses:	0	Addresses Inspected:	2
Percentage Defective: 0% of units or areas inspected			
0 of 2=00 % walking decks tested at plan/unit 101			

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

Observed Defective at:		Addresses Inspected:	
Address:	Address:	Address:	Address:
Traveling Breeze 8775 Unit 103		Traveling Breeze 8775 Unit 103	
Observed Defective at:		Addresses Inspected:	
Addresses:	1	Addresses Inspected:	1
Percentage Defective: 100% of units or areas inspected			
1 of 1=100 % walking decks tested at plan/unit 103			

5 of 7=71 % walking decks tested

2.0 DECKS AND BALCONIES

Violations of Codes and Standards:

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

Resultant Damage:

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

Repair Recommendation:

This repair covered in 2.01 repair recommendation.

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2.0 DECKS AND BALCONIES

2.03 Defect: Sheet metal flashing laps without sealant.

Location: At plan type 1 balconies and optional plan types 2 and 3 balconies.

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

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

Observed Defective at:		Addresses Inspected:	
Address:	Address:	Address:	Address:
	Tom Noon 8758 Unit 102	Thunder Sky 9440 Unit 102	Tom Noon 8758 Unit 102
Tom Noon 8618 Unit 102		Tom Noon 8618 Unit 102	Traveling Breeze 8665 Unit 102
Observed Defective at:		Addresses Inspected:	
Addresses:	2	Addresses Inspected:	4
Percentage Defective:		50% of units or areas inspected	

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

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

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

4 of 7=57% walking decks tested

2.0 DECKS AND BALCONIES

Violations of Codes and Standards:

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

Resultant Damage:

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

Repair Recommendation:

This repair covered in 2.01 repair recommendation.

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2.0 DECKS AND BALCONIES

2.04 Defect: Sheet metal flashing laps less than 4-inches.

Location: At plan type 1 balconies and optional plan types 2 and 3 balconies.

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

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

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

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

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

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

4 of 7=57 % walking decks tested

2.0 DECKS AND BALCONIES

Violations of Codes and Standards:

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

Resultant Damage:

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

Repair Recommendation:

This repair covered in 2.01 repair recommendation.

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N.R.S. 46.109 and N.R.S.46.690

2.0 DECKS AND BALCONIES

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

Observed Defective at:		Units or Areas Inspected:	
		Horizon Wind 8650 Unit 101	Tom Noon 8658 Unit 101
		Horizon Wind 8669 Unit 101	Tom Noon 8717 Unit 101
		Horizon Wind 8729 Unit 101	Tom Noon 8718 Unit 101
Horizon Wind 8730 Unit 101		Horizon Wind 8730 Unit 101	Tom Noon 8788 Unit 101
		Horizon Wind 8749 Unit 101	Tom Noon 8816 Unit 101
		Horizon Wind 8750 Unit 101	Tom Noon 8828 Unit 101
		Horizon Wind 8760 Unit 101	Traveling Breeze 8644 Unit 101
Horizon Wind 8789 Unit 101		Horizon Wind 8789 Unit 101	Traveling Breeze 8694 Unit 101
		Horizon Wind 8799 Unit 101	Traveling Breeze 8695 Unit 101
Horizon Wind 8800 Unit 101		Horizon Wind 8800 Unit 101	Traveling Breeze 8725 Unit 101
Thunder Sky 9440 Unit 101	Traveling Breeze 8755 Unit 101	Thunder Sky 9440 Unit 101	Traveling Breeze 8755 Unit 101
Thunder Sky 9480 Unit 101		Thunder Sky 9480 Unit 101	Traveling Breeze 8765 Unit 101
Thunder Sky 9490 Unit 101	Traveling Breeze 8785 Unit 101	Thunder Sky 9490 Unit 101	Traveling Breeze 8785 Unit 101
		Tom Noon 8638 Unit 101	Traveling Breeze 8805 Unit 101
Observed Defective at:		Addresses or Areas Inspected:	
8 Units		28 Units	
Percentage Defective:		29% of units or areas inspected	

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

Observed Defective at:		Units or Areas Inspected:	
Horizon Wind 8780 Unit 102	Tom Noon 8718 Unit 102	Horizon Wind 8780 Unit 102	Tom Noon 8718 Unit 102
Horizon Wind 8789 Unit 102	Tom Noon 8758 Unit 102	Horizon Wind 8789 Unit 102	Tom Noon 8758 Unit 102
Thunder Sky 9440 Unit 102	Tom Noon 8768 Unit 102	Thunder Sky 9440 Unit 102	Tom Noon 8768 Unit 102
	Tom Noon 8828 Unit 102	Thunder Sky 9470 Unit 102	Tom Noon 8828 Unit 102
		Tom Noon 8618 Unit 102	Traveling Breeze 8665 Unit 102
Tom Noon 8668 Unit 102	Traveling Breeze 8805 Unit 102	Tom Noon 8668 Unit 102	Traveling Breeze 8805 Unit 102
		Units or Areas Inspected:	
9 Units		12 Units	
Percentage Defective:		75% of units or areas inspected	

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

Observed Defective at:		Units or Areas Inspected:	
Horizon Wind 8780 Unit 102	Tom Noon 8718 Unit 102	Horizon Wind 8780 Unit 102	Tom Noon 8718 Unit 102
Horizon Wind 8789 Unit 102	Tom Noon 8758 Unit 102	Horizon Wind 8789 Unit 102	Tom Noon 8758 Unit 102
Thunder Sky 9440 Unit 102	Tom Noon 8768 Unit 102	Thunder Sky 9440 Unit 102	Tom Noon 8768 Unit 102
	Tom Noon 8828 Unit 102	Thunder Sky 9470 Unit 102	Tom Noon 8828 Unit 102
		Tom Noon 8618 Unit 102	Traveling Breeze 8665 Unit 102
Tom Noon 8668 Unit 102	Traveling Breeze 8805 Unit 102	Tom Noon 8668 Unit 102	Traveling Breeze 8805 Unit 102
		Units or Areas Inspected:	
9 Units		12 Units	
Percentage Defective:		75% of units or areas inspected	

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

26 of 52=50% walking decks inspected

2.0 DECKS AND BALCONIES

Violations of Codes and Standards:

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

Resultant Damage:

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

Repair Recommendation: See Repair 2.01.

4.0 ONE-COAT STUCCO SYSTEM

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

4.0 ONE-COAT STUCCO SYSTEM

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

Location: At exterior elevations.

Violations of Codes and Standards:

- 2000 International Building Code Sections 1403.2, 1404.2, 1405.2 and 1405.3.
- 2000 International Building Code Commentary Sections 1403.2, 1404.2, 1405.2, and 1405.3.
- Plaster and Drywall Systems Manual, Third Edition, Chapter 10, pages 103-105.
- Expo Fiberwall One Coat Stucco Manufacturers Specifications ER-4368.
- La Habra One Coat Stucco Manufacturers Specifications ER-4226.
- Nu Wall One Coat Stucco Manufacturers Specifications ER-3177.
- Omega One Coat Stucco Manufacturers Specifications ER-4004.
- STO One Coat Stucco Manufacturers Specifications ER-3804.
- Western One Kote Stucco Manufacturers Specifications ER-3899.
- Wire Tex One Coat Stucco Manufacturers Specifications ER-3878.
- Standard of Care.

Resultant Damage:

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

Repair Recommendation:

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

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4.0 ONE-COAT STUCCO SYSTEM

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Observed Defective at:				Buildings Inspected:	
Building:	Ln Ft:	Building:	Ln Ft:	Building:	Building:
Horizon Wind 8640	4			Horizon Wind 8639	Tom Noon 8618
				Horizon Wind 8640	Tom Noon 8637
				Horizon Wind 8649	Tom Noon 8638
		Tom Noon 8647	2	Horizon Wind 8650	Tom Noon 8647
				Horizon Wind 8660	Tom Noon 8658
Horizon Wind 8669	2	Tom Noon 8668	2	Horizon Wind 8669	Tom Noon 8668
				Horizon Wind 8670	Tom Noon 8678
		Tom Noon 8679	3	Horizon Wind 8679	Tom Noon 8679
		Tom Noon 8689	3	Horizon Wind 8680	Tom Noon 8689
				Horizon Wind 8729	Tom Noon 8698
				Horizon Wind 8730	Tom Noon 8718
Horizon Wind 8740	1			Horizon Wind 8740	Tom Noon 8717
		Tom Noon 8718	5	Horizon Wind 8749	Tom Noon 8718
Horizon Wind 8750	6			Horizon Wind 8750	Tom Noon 8757
		Tom Noon 8758	5	Horizon Wind 8759	Tom Noon 8758
Horizon Wind 8760	5			Horizon Wind 8760	Tom Noon 8768
Horizon Wind 8779	2			Horizon Wind 8779	Tom Noon 8787
				Horizon Wind 8780	Tom Noon 8788
				Horizon Wind 8789	Tom Noon 8818
				Horizon Wind 8799	Tom Noon 8828
				Horizon Wind 8800	Traveling Breeze 8644
		Traveling Breeze 8645	3	Horizon Wind 8810	Traveling Breeze 8645
Horizon Wind 8820	5			Horizon Wind 8820	Traveling Breeze 8654
Thunder Sky 9440	2			Thunder Sky 9440	Traveling Breeze 8665
				Thunder Sky 9450	Traveling Breeze 8674
Thunder Sky 9460	2			Thunder Sky 9460	Traveling Breeze 8694
				Thunder Sky 9470	Traveling Breeze 8695
				Thunder Sky 9480	Traveling Breeze 8725
				Thunder Sky 9490	Traveling Breeze 8744
					Traveling Breeze 8755
					Traveling Breeze 8764
					Traveling Breeze 8765
					Traveling Breeze 8775
		Traveling Breeze 8785	2		Traveling Breeze 8785
					Traveling Breeze 8815
					Traveling Breeze 8824
Observed Defective at:				Buildings Inspected:	
Buildings:	17	Total Linear Feet:	56	Buildings Inspected:	65
Percentage Defective:	26%	of units or areas inspected			

4.0 ONE-COAT STUCCO SYSTEM

4.02 Defect: Penetrations not sealed. (See address matrix on next page).

Location: Doorbells adjacent to front entry doors.

Violations of Codes and Standards:

- 2000 International Building Code Sections 1403.2, 1404.2, 1405.2 and 1405.3.
- 2000 International Building Code Commentary Sections 1403.2, 1404.2, 1405.2, and 1405.3.
- Plaster and Drywall Systems Manual, Third Edition, Chapter 10, pages 104, "Holes for hose bibs, electrical panels, and other penetrations (except those caused by fasteners) of substrate surfaces must also be caulked."
- Expo Fiberwall One Coat Stucco Manufacturers Specifications ER-4368.
- La Habra One Coat Stucco Manufacturers Specifications ER-4226.
- Nu Wall One Coat Stucco Manufacturers Specifications ER-3177.
- Omega One Coat Stucco Manufacturers Specifications ER-4004.
- STO One Coat Stucco Manufacturers Specifications ER-3804.
- Western One Kote Stucco Manufacturers Specifications ER-3899.
- Wire Tex One Coat Stucco Manufacturers Specifications ER-3878.
- Standard of Care.

Resultant Damage:

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

Repair Recommendation:

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

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4.0 ONE-COAT STUCCO SYSTEM

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Observed Defective at:				Buildings Inspected:	
Building:	Penet:	Building:	Penet:	Building:	Building:
Horizon Wind 8639	1	Tom Noon 8618	3	Horizon Wind 8639	Tom Noon 8618
		Tom Noon 8637	2	Horizon Wind 8640	Tom Noon 8637
Horizon Wind 8649	1			Horizon Wind 8649	Tom Noon 8638
				Horizon Wind 8650	Tom Noon 8647
				Horizon Wind 8660	Tom Noon 8658
				Horizon Wind 8669	Tom Noon 8668
		Tom Noon 8678	1	Horizon Wind 8670	Tom Noon 8678
				Horizon Wind 8679	Tom Noon 8679
				Horizon Wind 8680	Tom Noon 8689
				Horizon Wind 8729	Tom Noon 8698
				Horizon Wind 8730	Tom Noon 8706
		Tom Noon 8718	1	Horizon Wind 8740	Tom Noon 8717
Horizon Wind 8749	1			Horizon Wind 8749	Tom Noon 8718
Horizon Wind 8750	1			Horizon Wind 8750	Tom Noon 8757
				Horizon Wind 8759	Tom Noon 8758
Horizon Wind 8760	1			Horizon Wind 8760	Tom Noon 8768
				Horizon Wind 8779	Tom Noon 8787
Horizon Wind 8780	1			Horizon Wind 8780	Tom Noon 8788
				Horizon Wind 8789	Tom Noon 8818
		Tom Noon 8828	1	Horizon Wind 8799	Tom Noon 8828
				Horizon Wind 8800	Traveling Breeze 8644
Horizon Wind 8810	1			Horizon Wind 8810	Traveling Breeze 8645
				Horizon Wind 8820	Traveling Breeze 8654
		Traveling Breeze 8665	1	Thunder Sky 9440	Traveling Breeze 8665
				Thunder Sky 9450	Traveling Breeze 8674
		Traveling Breeze 8694	1	Thunder Sky 9460	Traveling Breeze 8694
		Traveling Breeze 8695	1	Thunder Sky 9479	Traveling Breeze 8695
Thunder Sky 9480	1	Traveling Breeze 8725	1	Thunder Sky 9480	Traveling Breeze 8725
				Thunder Sky 9490	Traveling Breeze 8744
					Traveling Breeze 8755
					Traveling Breeze 8764
					Traveling Breeze 8765
					Traveling Breeze 8775
					Traveling Breeze 8785
					Traveling Breeze 8815
					Traveling Breeze 8824
Observed Defective at:				Buildings Inspected:	
Buildings:	17	Total Penetrations:	23	Buildings Inspected:	65
Percentage Defective:	26%	of units or areas inspected			

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4.0 ONE-COAT STUCCO SYSTEM

4.03 Defect: Missing backing at horizontal surface.

Location: At master bedroom horizontal surface below single hung windows in rear elevation of Unit 102 in each building.

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

Violations of Codes and Standards:

- 2000 International Building Code Sections 1403.2, 1404.2, 1405.2 and 1405.3.
- 2000 International Building Code Commentary Sections 1403.2, 1404.2, 1405.2, and 1405.3.
- Standard of Care.

Resultant Damage:

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

Repair Recommendation:

Perform this repair in conjunction with repair recommendations 4.01 and 16.03.

Assume this repair occurs at 100% of horizontal surfaces at Unit 102 (without optional private balconies) below single hung windows.

- 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.
- Remove and discard OSB substrate at horizontal surfaces.
- Apply an approved fungicide treatment to all exposed framing members by a licensed applicator.
- Install new exterior grade plywood for substrate.
- Install new 1X backing material for vertical support below window sill.
- Install "Jiffy Seal" Waterproofing Membrane lapped in a "weather board" fashion with existing building paper and sill flashing.
- Patch one-coat stucco with matching texture and bonding agent at cold joints. Provide slope at top of potselves.
- Apply paint to entire wall plane to match existing.

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4.0 ONE-COAT STUCCO SYSTEM

4.04 Defect: Improper horizontal surface sheathing; OSB used in lieu of 5/8" exterior grade plywood at potshelves.

Location: At master bedroom horizontal surface below single hung windows in rear elevation of Unit 102 in each building.

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

Violations of Codes and Standards:

- 2000 International Building Code Sections 1403.2, 1404.2, 1405.2 and 1405.3.
- 2000 International Building Code Commentary Sections 1403.2, 1404.2, 1405.2, and 1405.3.
- Standard of Care.

Resultant Damage:

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

Repair Recommendation:

This repair covered in 4.03 repair recommendation.

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4.0 ONE-COAT STUCCO SYSTEM

- 4.05 Defect:** Contact paper not removed from waterproof membrane.
Location: At master bedroom horizontal surface below single hung windows in rear elevation of Unit 102 in each building.
8674 Traveling Breeze Unit 102 missing waterproof membrane

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

Violations of Codes and Standards:

- 2000 International Building Code Sections 1403.2, 1404.2, 1405.2 and 1405.3.
- 2000 International Building Code Commentary Sections 1403.2, 1404.2, 1405.2, and 1405.3.
- Standard of Care.

Resultant Damage:

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

Repair Recommendation:

This repair covered in 4.03 repair recommendation.

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4.0 ONE-COAT STUCCO SYSTEM

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

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

Violations of Codes and Standards:

- 2000 International Building Code Sections 1403.2, 1404.2, 1405.2 and 1405.3.
- 2000 International Building Code Commentary Sections 1403.2, 1404.2, 1405.2, and 1405.3.
- Standard of Care.

Resultant Damage:

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

Repair Recommendation:

This repair covered in 4.03 repair recommendation.

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4.0 ONE-COAT STUCCO SYSTEM

4.07 Defect: Improper lap at vertical return.

Location: At master bedroom horizontal surface below single hung windows in rear elevation of Unit 102 in each building.

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

Violations of Codes and Standards:

- 2000 International Building Code Sections 1403.2, 1404.2, 1405.2 and 1405.3.
- 2000 International Building Code Commentary Sections 1403.2, 1404.2, 1405.2, and 1405.3.
- Standard of Care.

Resultant Damage:

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

Repair Recommendation:

This repair covered in 4.03 repair recommendation.

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FOR MEDIATION PURPOSES ONLY.
N.R.S. 48.189 and N.R.S.48.640

4.0 ONE-COAT STUCCO SYSTEM

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

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

Violations of Codes and Standards:

- 2000 International Building Code Sections 1403.2, 1404.2, 1405.2 and 1405.3.
- 2000 International Building Code Commentary Sections 1403.2, 1404.2, 1405.2, and 1405.3.
- Standard of Care.

Resultant Damage:

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

Repair Recommendation:

This repair covered in 16.03 repair recommendation.

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

7.0 SLIDING GLASS DOORS

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

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

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7.0 SLIDING GLASS DOORS

7.01 Defect: Sliding glass door threshold vertical frame unsealed; stained tack strip.

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

Observed Defective at:		Addresses Inspected:	
Address:	Address:	Address:	Address:
		Horizon Wind 8660 Unit 102	Tom Noon 8618 Unit 102
		Horizon Wind 8679 Unit 102	Tom Noon 8637 Unit 102
Horizon Wind 8729 Unit 102		Horizon Wind 8729 Unit 102	Tom Noon 8647 Unit 102
	Tom Noon 8668 Unit 102	Horizon Wind 8740 Unit 102	Tom Noon 8668 Unit 102
Horizon Wind 8749 Unit 102	Tom Noon 8679 Unit 102	Horizon Wind 8749 Unit 102	Tom Noon 8679 Unit 102
		Horizon Wind 8750 Unit 102	Tom Noon 8689 Unit 102
		Horizon Wind 8759 Unit 102	Tom Noon 8718 Unit 102
	Tom Noon 8758 Unit 102	Horizon Wind 8780 Unit 102	Tom Noon 8758 Unit 102
Horizon Wind 8789 Unit 102		Horizon Wind 8789 Unit 102	Tom Noon 8768 Unit 102
	Tom Noon 8828 Unit 102	Horizon Wind 8810 Unit 102	Tom Noon 8828 Unit 102
	Traveling Breeze 8654 Unit 102	Horizon Wind 8830 Unit 102	Traveling Breeze 8654 Unit 102
Thunder Sky 9440 Unit 102		Thunder Sky 9440 Unit 102	Traveling Breeze 8665 Unit 102
Thunder Sky 9470 Unit 102	Traveling Breeze 8764 Unit 102	Thunder Sky 9470 Unit 102	Traveling Breeze 8764 Unit 102
	Traveling Breeze 8805 Unit 102		Traveling Breeze 8805 Unit 102
Observed Defective at:		Addresses Inspected:	
Addresses:	12	Addresses Inspected:	27
Percentage Defective:		44% of units or areas inspected	

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

Observed Defective at:		Addresses Inspected:	
Address:	Address:	Address:	Address:
Horizon Wind 8639 Unit 103	Thunder Sky 9460 Unit 103	Horizon Wind 8639 Unit 103	Thunder Sky 9460 Unit 103
		Horizon Wind 8640 Unit 103	Thunder Sky 9470 Unit 103
		Horizon Wind 8649 Unit 103	Tom Noon 8618 Unit 103
			Tom Noon 8637 Unit 103
		Horizon Wind 8670 Unit 103	Tom Noon 8679 Unit 103
		Horizon Wind 8680 Unit 103	Tom Noon 8698 Unit 103
Horizon Wind 8729 Unit 103		Horizon Wind 8729 Unit 103	Tom Noon 8708 Unit 103
	Tom Noon 8718 Unit 103	Horizon Wind 8730 Unit 103	Tom Noon 8718 Unit 103
Horizon Wind 8740 Unit 103		Horizon Wind 8740 Unit 103	Tom Noon 8757 Unit 103
		Horizon Wind 8750 Unit 103	Tom Noon 8787 Unit 103
Horizon Wind 8759 Unit 103	Traveling Breeze 8645 Unit 103	Horizon Wind 8759 Unit 103	Traveling Breeze 8645 Unit 103
Horizon Wind 8779 Unit 103		Horizon Wind 8779 Unit 103	Traveling Breeze 8694 Unit 103
Horizon Wind 8789 Unit 103		Horizon Wind 8789 Unit 103	Traveling Breeze 8744 Unit 103
	Traveling Breeze 8775 Unit 103	Horizon Wind 8810 Unit 103	Traveling Breeze 8775 Unit 103
	Traveling Breeze 8824 Unit 103	Thunder Sky 9440 Unit 103	Traveling Breeze 8824 Unit 103
Thunder Sky 9450 Unit 103		Thunder Sky 9450 Unit 103	
Observed Defective at:		Addresses Inspected:	
Addresses:	12	Addresses Inspected:	30
Percentage Defective:		40% of units or areas inspected	

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

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

7.0 SLIDING GLASS DOORS

Violations of Codes and Standards:

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

Resultant Damage:

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

Repair Recommendation:

This repair covered in 7.02 repair recommendation.

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7.0 SLIDING GLASS DOORS

7.02 Defect: Threshold/jamb junctures are unsealed; water intrusion during track test at corners and under threshold.

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

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

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

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

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

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

7.0 SLIDING GLASS DOORS

Violations of Codes and Standards:

- AAMA 502 "Specification for Field Testing of Windows and Sliding Glass Doors."
- ASTM E 1105 "Field Determination of Water Penetration of Installed Exterior Windows, Curtain Walls and Doors by Uniform or Cyclic Static Air Pressure Difference."
- 2000 International Building Code Sections 1403.2, 1404.2, 1405.2 And 1405.3.
- 2000 International Building Code Commentary Sections 1403.2, 1404.2, 1405.2, and 1405.3.
- Standard of care.

Resultant Damage:

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

Repair Recommendation:

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

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

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7.0 SLIDING GLASS DOORS

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

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

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

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

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

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

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

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.

7.0 SLIDING GLASS DOORS

Repair Recommendation:

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

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

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7.0 SLIDING GLASS DOORS

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

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

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

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

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

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

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

7.0 SLIDING GLASS DOORS

Violations of Codes and Standards:

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

Resultant Damage:

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

Repair Recommendation:

This repair covered in 7.03 repair recommendation.

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7.0 SLIDING GLASS DOORS

7.05 Defect: Missing sealant at head flashing to aluminum frame juncture.

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

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

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

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

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

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

7.0 SLIDING GLASS DOORS

Violations of Codes and Standards:

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

Resultant Damage:

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

Repair Recommendation:

This repair covered in 7.03 repair recommendation.

8.0 EXTERIOR DOORS

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

Location: At entry doors of all units.

Violations of Codes and Standards:

- 2000 International Building Code Sections 1403.2, 1404.2, 1405.2, and 1405.3.
- 2000 International Building Code Commentary Sections 1403.2, 1404.2, 1405.2, and 1405.3.
- Standard of Care.

Resultant Damage:

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

Repair Recommendation:

This repair covered in 8.02 repair recommendation.

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8.0 EXTERIOR DOORS

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Observed Defective at:		Addresses Inspected:	
Address:	Address:	Address:	Address:
Horizon Wind 8650 Unit 101	Tom Noon 8658 Unit 101	Horizon Wind 8650 Unit 101	Tom Noon 8658 Unit 101
Horizon Wind 8669 Unit 101	Tom Noon 8717 Unit 101	Horizon Wind 8669 Unit 101	Tom Noon 8717 Unit 101
Horizon Wind 8729 Unit 101	Tom Noon 8718 Unit 101	Horizon Wind 8729 Unit 101	Tom Noon 8718 Unit 101
Horizon Wind 8730 Unit 101	Tom Noon 8788 Unit 101	Horizon Wind 8730 Unit 101	Tom Noon 8788 Unit 101
Horizon Wind 8749 Unit 101	Tom Noon 8818 Unit 101	Horizon Wind 8749 Unit 101	Tom Noon 8818 Unit 101
Horizon Wind 8750 Unit 101	Tom Noon 8828 Unit 101	Horizon Wind 8750 Unit 101	Tom Noon 8828 Unit 101
Horizon Wind 8760 Unit 101	Traveling Breeze 8644 Unit 101	Horizon Wind 8760 Unit 101	Traveling Breeze 8644 Unit 101
Horizon Wind 8789 Unit 101	Traveling Breeze 8694 Unit 101	Horizon Wind 8789 Unit 101	Traveling Breeze 8694 Unit 101
Horizon Wind 8799 Unit 101	Traveling Breeze 8695 Unit 101	Horizon Wind 8799 Unit 101	Traveling Breeze 8695 Unit 101
Horizon Wind 8800 Unit 101	Traveling Breeze 8725 Unit 101	Horizon Wind 8800 Unit 101	Traveling Breeze 8725 Unit 101
Thunder Sky 9440 Unit 101	Traveling Breeze 8755 Unit 101	Thunder Sky 9440 Unit 101	Traveling Breeze 8755 Unit 101
Thunder Sky 9480 Unit 101	Traveling Breeze 8765 Unit 101	Thunder Sky 9480 Unit 101	Traveling Breeze 8765 Unit 101
Thunder Sky 9490 Unit 101	Traveling Breeze 8785 Unit 101	Thunder Sky 9490 Unit 101	Traveling Breeze 8785 Unit 101
Tom Noon 8638 Unit 101		Tom Noon 8638 Unit 101	Traveling Breeze 8805 Unit 101
Observed Defective at:		Addresses Inspected:	
Addresses:	27	Addresses Inspected:	28
Percentage Defective:		96% of units or areas inspected	

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

Observed Defective at:		Addresses Inspected:	
Address:	Address:	Address:	Address:
Horizon Wind 8639 Unit 102	Tom Noon 8618 Unit 102	Horizon Wind 8639 Unit 102	Tom Noon 8618 Unit 102
Horizon Wind 8660 Unit 102		Horizon Wind 8660 Unit 102	Tom Noon 8657 Unit 102
Horizon Wind 8679 Unit 102	Tom Noon 8647 Unit 102	Horizon Wind 8679 Unit 102	Tom Noon 8647 Unit 102
Horizon Wind 8729 Unit 102		Horizon Wind 8729 Unit 102	Tom Noon 8668 Unit 102
	Tom Noon 8679 Unit 102	Horizon Wind 8740 Unit 102	Tom Noon 8679 Unit 102
Horizon Wind 8749 Unit 102	Tom Noon 8689 Unit 102	Horizon Wind 8749 Unit 102	Tom Noon 8689 Unit 102
	Tom Noon 8718 Unit 102	Horizon Wind 8750 Unit 102	Tom Noon 8718 Unit 102
Horizon Wind 8759 Unit 102	Tom Noon 8758 Unit 102	Horizon Wind 8759 Unit 102	Tom Noon 8758 Unit 102
Horizon Wind 8760 Unit 102	Tom Noon 8768 Unit 102	Horizon Wind 8760 Unit 102	Tom Noon 8768 Unit 102
	Tom Noon 8828 Unit 102	Horizon Wind 8780 Unit 102	Tom Noon 8828 Unit 102
Horizon Wind 8789 Unit 102	Traveling Breeze 8654 Unit 102	Horizon Wind 8789 Unit 102	Traveling Breeze 8654 Unit 102
Horizon Wind 8799 Unit 102	Traveling Breeze 8665 Unit 102	Horizon Wind 8799 Unit 102	Traveling Breeze 8665 Unit 102
Horizon Wind 8810 Unit 102	Traveling Breeze 8674 Unit 102	Horizon Wind 8810 Unit 102	Traveling Breeze 8674 Unit 102
	Traveling Breeze 8694 Unit 102	Horizon Wind 8820 Unit 102	Traveling Breeze 8694 Unit 102
Thunder Sky 9440 Unit 102	Traveling Breeze 8764 Unit 102	Thunder Sky 9440 Unit 102	Traveling Breeze 8764 Unit 102
Thunder Sky 9470 Unit 102	Traveling Breeze 8805 Unit 102	Thunder Sky 9470 Unit 102	Traveling Breeze 8805 Unit 102
Observed Defective at:		Addresses Inspected:	
Addresses:	26	Addresses Inspected:	32
Percentage Defective:		81% of units or areas inspected	

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

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Observed Defective at:		Addresses Inspected:	
Address:	Address:	Address:	Address:
Horizon Wind 8639 Unit 103	Thunder Sky 9460 Unit 103	Horizon Wind 8639 Unit 103	Thunder Sky 9460 Unit 103
	Thunder Sky 9470 Unit 103	Horizon Wind 8640 Unit 103	Thunder Sky 9470 Unit 103
Horizon Wind 8649 Unit 103		Horizon Wind 8649 Unit 103	Tom Noon 8618 Unit 103
Horizon Wind 8650 Unit 103	Tom Noon 8637 Unit 103	Horizon Wind 8650 Unit 103	Tom Noon 8637 Unit 103
		Horizon Wind 8670 Unit 103	Tom Noon 8679 Unit 103
Horizon Wind 8680 Unit 103		Horizon Wind 8680 Unit 103	Tom Noon 8698 Unit 103
Horizon Wind 8729 Unit 103		Horizon Wind 8729 Unit 103	Tom Noon 8708 Unit 103
Horizon Wind 8730 Unit 103	Tom Noon 8718 Unit 103	Horizon Wind 8730 Unit 103	Tom Noon 8718 Unit 103
	Tom Noon 8757 Unit 103	Horizon Wind 8740 Unit 103	Tom Noon 8757 Unit 103
Horizon Wind 8750 Unit 103	Tom Noon 8787 Unit 103	Horizon Wind 8750 Unit 103	Tom Noon 8787 Unit 103
Horizon Wind 8759 Unit 103	Traveling Breeze 8645 Unit 103	Horizon Wind 8759 Unit 103	Traveling Breeze 8645 Unit 103
Horizon Wind 8779 Unit 103	Traveling Breeze 8694 Unit 103	Horizon Wind 8779 Unit 103	Traveling Breeze 8694 Unit 103
Horizon Wind 8789 Unit 103		Horizon Wind 8789 Unit 103	Traveling Breeze 8744 Unit 103
	Traveling Breeze 8775 Unit 103	Horizon Wind 8810 Unit 103	Traveling Breeze 8775 Unit 103
Thunder Sky 9440 Unit 103	Traveling Breeze 8824 Unit 103	Thunder Sky 9440 Unit 103	Traveling Breeze 8824 Unit 103
Thunder Sky 9450 Unit 103		Thunder Sky 9450 Unit 103	
Observed Defective at:		Addresses Inspected:	
Addresses:	22	Addresses Inspected:	31
Percentage Defective:		71% of units or areas inspected	

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

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

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8.0 EXTERIOR DOORS

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

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

5 of 5 tested 100% at unit/plan 101

Observed Defective at:		Addresses Inspected:	
Address:	Address:	Address:	Address:
Horizon Wind 8639 Unit 102	Tom Noon 8758 Unit 102	Horizon Wind 8639 Unit 102	Tom Noon 8758 Unit 102
Horizon Wind 8799 Unit 102	Traveling Breeze 8665 Unit 102	Horizon Wind 8799 Unit 102	Traveling Breeze 8665 Unit 102
Horizon Wind 8810 Unit 103		Horizon Wind 8810 Unit 103	
Thunder Sky 9440 Unit 102	Traveling Breeze 8694 Unit 102	Thunder Sky 9440 Unit 102	Traveling Breeze 8694 Unit 102
Tom Noon 8618 Unit 102	Traveling Breeze 8764 Unit 102	Tom Noon 8618 Unit 102	Traveling Breeze 8764 Unit 102
Observed Defective at:		Addresses Inspected:	
Addresses:	9	Addresses Inspected:	9
Percentage Defective: 100% of units or areas inspected			

9 of 9 tested 50% at unit/plan 102

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

8 of 8 tested 100% at unit/plan 103

22 of 22 tested=100%

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

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.
- Standard of Care.

Resultant Damage:

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

Repair Recommendation:

Perform this repair in conjunction with 8.03 repair recommendation.

Assume 100% of entry doors require the following repair:

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

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Real Party in Interest.

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1 **INDEX**

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

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CLERK OF THE COURT

MOT
Paul P. Terry, Jr. (Nev. Bar 7192)
John Stander (Nev. Bar 9198)
Melissa Bybee (Nev. Bar 8390)
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Attorneys for Plaintiffs

DISTRICT COURT
CLARK COUNTY, NEVADA

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

Plaintiffs

v.

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

Defendants.

Case No. 07A542616

Dept. XXII

PLAINTIFF'S MOTION FOR
DECLARATORY RELIEF RE:
STANDING PURSUANT TO
ASSIGNMENT AND PURSUANT TO NRS
116.3102(1)(d)

Date:

Time:

Dept:

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

1 constructional defects which exist in the residential buildings of the townhome development.

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

3 (1) With regard to units for which Association has procured an assignment of
4 rights from the unit owners, Association has standing to assert all constructional defect
5 claims;
6

7 (2) In all buildings which contain a unit for which Association has procured an
8 assignment of rights from the unit owner, Association has standing to assert all constructional
9 defect claims which affect common property and therefore the assigned unit owner. In this
10 case, Association has standing to assert construction defect claims in the building envelope,
11 building structural systems and building fire resistive systems.; and
12

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

17 This Motion is made and based upon the attached Memorandum of Points and
18 Authorities, together with all papers and pleadings on file herein, which are hereby
19

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

3
4 Dated: September 30, 2010

ANGIUS & TERRY LLP

5
6
7 By: 

8 Paul P. Terry, Jr., SBN 7192
9 John J. Stander, SBN 9198
10 Melissa Bybee, SBN 8390
11 1120 N. Town Center Dr., Suite 260
12 Las Vegas, Nevada 89144
13 Attorneys for Plaintiff
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1
2 NOTICE OF MOTION

3 TO: All Interested Parties and,
4
5 TO: Their Respective Attorneys of Record

6 PLEASE TAKE NOTICE that PLAINTIFF'S MOTION FOR DECLARATORY
7 RELIEF RE: STANDING PURSUANT TO ASSIGNMENT AND PURUSANT TO NRS
8 116.3102(1)(d) will be heard in Department XXII of the above entitled Court on the 10 day
9 November 9:30
of _____ at _____ a.m./p.m. or soon thereafter as counsel may be heard.

10
11 Dated: September 30, 2010

ANGIUS & TERRY LLP

12
13
14 By: 

Paul P. Terry, Jr., SBN 7192
John J. Stander, SBN 9198
Melissa Bybee, SBN 8390
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Attorneys for Plaintiff

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1 MEMORANDUM OF POINTS AND AUTHORITIES

2 I. INTRODUCTION

3 The Nevada Supreme Court has remanded this matter back to the District Court,
4 pursuant to its holding in *D.R. Horton, Inc. v. Eighth Judicial District Court (First Light*
5 *HOA)*, 215 P.3d 697, 699 (Nev., 2009) (hereafter "*First Light II*"), for a determination of
6 plaintiff High Noon at Arlington Ranch Homeowners Association's (hereafter
7 "ASSOCIATION") standing to assert a claim for constructional defects which exist in the
8 residential buildings of the townhome development.
9

10 There are different types of defects involved, and the ASSOCIATION'S claim for
11 standing is not the same for each of them. For clarity in this brief, ASSOCIATION has
12 grouped the defects into four classifications:
13

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

17 2) Structural and Fire Resistive Systems—The structural and fire resistive systems are
18 conceptually grouped together because, although they are located in the interior of the
19 buildings, they are not located in the interior of the units and by their nature they affect every
20 unit in the building.
21

22 3) Electrical and Plumbing defects which endanger the life and safety of the buildings
23 inhabitants—ASSOCIATION can envision defects with the electrical and plumbing systems
24 that so severely endanger the life and safety of the inhabitants of the entire building, that they
25 would by their very nature affect more than two unit owners, and would concern the common
26 interest community. However, at this time, ASSOCIATION is not asserting standing with
27
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1 regard to electrical or plumbing issues in units for which Association does not hold an
2 assignment.

3 4) Defects In The Interior Of The Units—These are defects that exist within the
4 interior of the units, and only affect the individual unit owner. ASSOCIATION is only
5 asserting standing for these claims in the units for which ASSOCIATION has assignments.
6

7 High Noon at Arlington Ranch is a townhome development of 342 units in 114
8 buildings. To date, ASSOCIATION has obtained the assignments of 194 of the homeowners,
9 with assigned units located in 107 of the buildings. By virtue of those assignments, and
10 without reliance on Chapter 116, the ASSOCIATION has assigned standing to pursue all
11 constructional defect claims arising from the assigned units. Moreover, since the assigned
12 homeowners have a shared maintenance obligation and rely on the integrity of the common
13 property, ASSOCIATION derives from the assignments standing to pursue claims for defects
14 in the building envelope, structural and fire resistive systems of those buildings.
15

16 With regard to the other buildings in the development, ASSOCIATION has standing
17 pursuant to NRS 116.3102(1)(d) to assert claims on behalf of its members with regard to
18 matters that affect the common interest community. With regard to these buildings, and for
19 all of the units to which ASSOCIATION does not have an assignment, ASSOCIATION is
20 only asserting claims for defects that affect the entirety of the buildings, and therefore by their
21 nature affect two or more owners, and concern the common interest community. This
22 includes defects in the building envelope, structural elements, and fire resistive elements.
23

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

25 (1) Association has standing to assert all constructional defect claims in units for
26 which Association has procured an assignment of rights from the unit owners;
27
28

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

5
6 (3) Association has standing to assert constructional defect claims in the building
7 envelope, building structural systems, and building fire resistive systems in all buildings
8 pursuant to NRS 116.3102(1)(d).

9 **II. STATEMENT OF FACTS**

10 **A. GENERAL FACTS**

11 This matter concerns a planned townhome development¹ known as High Noon at
12 Arlington Ranch (hereafter "HIGH NOON"). Plaintiff HIGH NOON AT ARLINGTON
13 RANCH HOMEOWNERS ASSOCIATION ("ASSOCIATION") is a non-profit elected
14 governing body of the HIGH NOON development.
15

16 HIGH NOON is comprised of 114 buildings with three units per building, for a total of
17 342 units. The development construction type is wood framed walls, with concrete tile
18 roofing, and a one-coat stucco system. HIGH NOON was developed, constructed and sold by
19 D.R. HORTON in or about 2005.
20

21
22
23
24 ¹ ASSOCIATION refers to the development as a "townhome development." However, with the stacked
25 configuration of the multiple residences within the buildings, one would expect the units at High Noon at
26 Arlington to be condominiums. They are not classic "condominiums" because D.R. Horton drafted the CC&Rs
27 in such a way as to virtually strip the Association of all of the maintenance and ownership responsibilities over
28 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.

1 **B. INSPECTION AND TESTING**

2 ASSOCIATION, through its retained experts, has conducted extensive testing and
3 investigation of the buildings. The building envelopes and firewall systems were inspected by
4 RH Adcock & Associates. The CV of the architectural expert is attached hereto as Exhibit 1.
5 Their report is attached hereto as Exhibit 2.
6

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

10 **1. Building Envelope**

11 **a. Roofs**

12 To date, ASSOCIATION's architectural expert, R.H. Adcock and Associates, has
13 visually and destructively inspected 51 of the 114 building roofs. Defects in tile and roof
14 component installation were identified at 100% of the roofs inspected. See Adcock Report,
15 Exhibit 2, pp. 8-62. While the exact configuration of defects varied somewhat from roof to
16 roof, the same pattern of defective conditions was observed throughout the development.
17 Each of the roofs is defective, and the repair recommendation for each of the roofs is the
18 same. *Ibid.*
19
20

21 **b. Decks and Balconies**

22 To date, R.H. Adcock has visually inspected 52 private balconies, and destructively
23 tested seven. The defects found at the privacy balconies were uniform—the same defects
24 were identified at 100% of the decks inspected. See Adcock Report, Exhibit 2, pp. 63-73.
25 Those defects include use of inappropriate sheet metal nails, incomplete and inadequate sheet
26 metal flashing laps; lack of sealant at same; and inadequate sloping of the deck surfaces. *Ibid.*
27 The repair recommendation for each balcony is the same. *Ibid.*
28

1 c. One Coat Stucco System

2 To date, R.H. Adcock has visually inspected 65 of the 114 building exteriors. The
3 same defects were observed at 100% of the buildings inspected. These defects include
4 excessive cracking; penetrations not sealed; missing backing at horizontal surfaces; improper
5 sheathing at such surfaces; defects in the waterproof membrane at horizontal surfaces; and
6 foam plant-ons notched to accommodate shutters. While the exact configuration of defects
7 varied somewhat from building to building, the same pattern of defective conditions was
8 observed throughout the development. The repair recommendation for each of the buildings
9 is the same. See Adcock Report, Exhibit 2, pp. 74-85.
10

11 d. Doors

12 To date, R.H. Adcock has visually inspected 57 sliding glass doors, and invasively
13 tested 11 of them.² They visually inspected 32 main entry doors, and destructively tested
14 nine. They visually inspected 28 French doors, and destructively tested five. Again, R.H.
15 Adcock found defects at each of the doors inspected, including water intrusion at the doors,
16 defects in the door frame sealing and at head flashing. While the exact configuration of
17 defects varied somewhat from door to door, the same pattern of defective conditions was
18 observed throughout the development. See Adcock Report, pp. 86-96. The repair
19 recommendation is the same for each of the defective doors. *Ibid.*
20
21

22 e. Windows

23 To date, R.H. Adcock has visually inspected 719 weather exposed windows at 91
24 units, and invasively tested 25 windows. Every window inspected was found defective. The
25 main defects identified include: Leaking window during spray tests, EPS not sealed at frame,
26

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

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

8 2. Fire Resistive Construction

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

14 3. Structural

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

23 C. ASSIGNMENTS

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

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

3 **D. PROCEDURAL HISTORY**

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

8 Despite the stay, D.R. HORTON brought a motion for partial summary judgment,
9 based upon the argument that the ASSOCIATION lacked standing to pursue claims with
10 regard to the buildings which are owned and maintained by the homeowners. On July 9,
11 2008, the Court entered an order granting D.R. HORTON's Motion for Partial Summary
12 Judgment, stating that the ASSOCIATION is precluded from pursuing claims related to the
13 individual units. On November 20, 2008, ASSOCIATION filed a Petition for Writ of
14 Prohibition or Mandamus in the Nevada Supreme Court.

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

1 **III. ARGUMENT**

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

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

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

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

24 The Assignments are attached as Exhibit 5.

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

28 "The assignability of rights generally depends on local law. *See, e.g.*
29 *Danning v. Mintz*, 367 F.2d 304, 308 (9th Cir.1966). Like any other
30 valid agreements, assignments are enforceable under Nevada law. *See,*
31 *e.g. Wood v. Chicago Title Agency of Las Vegas, Inc.*, 109 Nev. 70,
32 847 P.2d 738 (Nev.1993). An assignment of a right is a manifestation
33 of the assignor's intention to transfer it by virtue of which the
34 assignor's right to performance by the obligor is extinguished in whole
35 or in part and the assignee acquires a right to such performance. *See*
36 *Restatement (Second) of Contracts*, § 317 (1981). An assignee

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

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

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

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

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

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

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

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

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

12
13
14 Negligent construction within the portion of a common component owned by one
15 homeowner (whether it is in the building envelope, firewalls, or structural elements) will both
16 foreseeably and necessarily adversely affect the rights of each homeowner in that building.
17 Each of the homeowners in that building are damaged, and each homeowner in the building is
18 the real party in interest to make a claim for that defect. Each homeowner therefore has
19 standing to redress constructional defects throughout his or her building which affect the
20 entire building. Thus where a homeowner assigned his or her claims to ASSOCIATION,
21 ASSOCIATION is the real party in interest, and has standing to assert claims for such defects
22 throughout the entire building.

23
24 In *Lyon v. Walker Boudwin Const. Co.*, 88 Nev. 646, 649 (1972), the Nevada Supreme
25 Court recognized that a contractor is liable to a neighboring property owner if his negligence
26 in working on one property damages the neighbor. In *Lyon, supra*, an excavator working on
27 one property negligently removed lateral support from a neighboring property causing
28

1 damage to that property. The court found the contractor liable in negligence to the neighbor.
2 *Id.* Similarly, if there is a defect in one unit owners "portion" of the sheer wall or the roof,
3 that defect will affect and damage the other unit owners in the building, and those unit owners
4 have a claim against the developer for those defects. Thus the ASSOCIATION, having all of
5 the assigned rights of the assigning unit owner, has standing to pursue those claims.
6

7 This result is also supported by the language in the Association's CC&Rs. In its
8 attempt to avoid liability, D.R. Horton divested the ASSOCIATION of the ownership and
9 maintenance responsibilities that a condominium association would normally have for the
10 common property. D.R. Horton drafted the CC&Rs so that the unit owners own and maintain
11 the building's common area components. However, recognizing that, in reality, owners may
12 be unable or unwilling to perform the required maintenance or repairs on their "portion" of
13 the common area components, the CC&Rs give express authority to the Association to
14 perform those repairs. See CC&Rs, ¶ 9.3, attached as Exhibit 9 ["In addition, the Board shall
15 have the right . . . to enter upon such Unit and/or Exclusive Use Area to make such repairs or
16 to perform such maintenance . . ."]. See also, CC&Rs, ¶ 9.6 [" . . . the Board shall have the
17 right . . . to correct such condition, and to enter upon such Owner's Unit, [sic] for the purpose
18 of so doing . . ."] Moreover, each owner has an express obligation to report items in the
19 "Triplex Building" that require repair to the Board. CC&Rs, ¶ 9.5. Finally, with respect to
20 "wood destroying pests and organisms" such as mold, the Association has authority to adopt
21 and implement a "pest control program" and the cost of repairing both the Common Elements
22 and individual units "shall be a common expense." CC&Rs, ¶ 9.8. Thus, while maintaining
23 the artifice of individual owner responsibility, the CC&Rs implicitly recognize that the
24 common area components affect every owner in the building and thus every owner has the
25 legal standing to bring a claim for defects.
26
27
28

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

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

- 7 1. Except as otherwise provided in subsection 2, and subject to the provisions
8 of the declaration, the association may do any or all of the following:

9 ...
10 (d) Institute, defend or intervene in litigation or administrative
11 proceedings in its own name on behalf of itself or two or more units
12 owners on matters affecting the common-interest community.

13 NRS 116.3102 (Emphasis added.)

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

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

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

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

24 The *First Light II* court went on to hold, at least with regard to the interior of the
25 units, that when an association asserts claims in a representative capacity, the action must
26 fulfill the requirements of NRCP 23, and the principles expressed in *Shuette v. Beazer Homes*,
27 124 P.3d 530 (2005). *First Light II, supra*, at 703.

28 "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

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."

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

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

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

11
12 For example, NRS 116.3102(1)(d) specifically sets the lower limit of unit owners
13 affected at two, providing that an association may "... [i]nstitute ... litigation or
14 administrative proceedings in its own name on behalf of itself or for two or more unit owners
15 on matters affecting the common interest community." (Emphasis added.) This conflicts
16 with an NRCF 23(a) "numerosity" analysis, which requires plaintiff to prove the number of
17 class members so numerous that joinder is impractical. Indeed, application of the numerosity
18 prong of Rule 23 would facially violate the legislative mandate that a defect affecting "two or
19 more" is sufficient.

20
21 Similarly, the Legislature determined, in enacting NRS 116.3102(1)(d), that the
22 association has standing for matters "affecting the common interest community." This
23 provision can be harmonized with the Rule 23 analysis, by an understanding that if the defect
24 affects the common interest community, it satisfies the "commonality" prong of the
25

26 Also, NRCF Rule 23(3) requires that "... the claims or defenses of the representative
27 parties are typical of the claims or defenses of the class." This requirement simply does not
28

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

5
6 Finally, the *Shuette* analysis regarding application of the NRCP Rule 23 prongs does
7 not fit with regard to the representative standing of a townhome association. *Shuette* was an
8 expansive soils case, which involved single family homes. The Court noted "... as a practical
9 matter, single family residence constructional defect cases will rarely be appropriate for class
10 treatment ... As pointed out by the California Supreme Court, class actions involving real
11 property are often incompatible with the fundamental maxim that each parcel of land is
12 unique." *Shuette, supra*, at 854. This is not true in a case such as this—High Noon at
13 Arlington Ranch is a 342 unit, 114 common interest ownership community. Each two-story
14 building shares common walls, common roofing, common exterior stucco, common structural
15 elements and common fire resistive systems between the units within the building.
16 Ownership of a unit in a building consisting of other like units, in a common-interest
17 community, differs significantly in character and nature from ownership of a single family
18 home on a separate parcel of land.

19
20
21 *First Light II, Shuette*, the Restatement 3d of Property and Rule 23 are easily
22 harmonized by recognition of the fact that *Shuette* addressed a situation where only defects in
23 the unit that did not affect other unit owners were at issue, and *First Light II* only requires a
24 Rule 23 analysis in such an instance. The *First Light II* Court took the concept of applying a
25 Rule 23 analysis from a comment to the Restatement 3d of Property, quoted as:

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

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

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

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

26 *First Light II*, at 703-704 (emphasis added.) In a detached single family housing
27 development, any defects in the house or even in the soil under the house will rarely affect the
28 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

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

3
4 **2. The *First Light II* Decision Is Distinguishable In That It Concerned
5 Interior Issues That Did Not Affect Two Or More Unit Owners**

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

11 This distinction was recognized by this Court in its Order in the case *View of Black*
12 *Mountain Homeowners Association Inc. v. The American Black Mountain Limited*
13 *Partnership, et al.* Clark County Dist. Court, Dept. XXII, Case No. A-09-590266-D, wherein
14 the Court stated:
15

16 In this case, Plaintiff does not seek to litigate, on behalf of its members
17 or homeowners, issues relating to constructional defects located within
18 the interiors of any of the 262 individual units. To the contrary, it
19 specifically seeks to represent its members in an action dealing with
20 defects located on or in the exterior walls, wall openings and the roofs
21 of the structures for which the unit owners typically would be held
22 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.

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

24 In this case also, ASSOCIATION seeks only to litigate issues that by their very nature
25 affect every owner within the building. ASSOCIATION is not asserting claims for defects
26 within the interior of the units which only affect the one unit owner. The *First Light II*
27 decision is therefore, for the reasons set forth above, distinguishable.
28

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

5 In a typical condominium or townhouse case, the Association has maintenance
6 responsibility over the building envelope, and the Association therefore has standing in its
7 own right to bring an action to redress defects in the envelope's construction. However, D.R.
8 HORTON drafted the CC&Rs at High Noon at Arlington Ranch in a manner designed to
9 insulate itself from potential liability for constructional defect actions. D.R. HORTON gave
10 the primary maintenance and repair responsibilities to the homeowners of the buildings. By
11 this tactic of stripping the ASSOCIATION of the primary maintenance responsibilities that it
12 would typically have, D.R. HORTON has attempted to create the impossible situation
13 whereby all of the homeowners of a building would have to coordinate and agree to contribute
14 to the repair, maintenance or replacement of any of the common components.³
15

16
17 ³ Recognizing that such a scheme would never work in the real world, D.R. Horton still bestowed
18 secondary responsibility on the ASSOCIATION for these common components. The CC&Rs at
19 Paragraph 9.3, "Maintenance and Repair Obligations of Owners," provides:

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

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

29 **"9.5 Reporting Responsibilities of Owners**

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

1 The building envelope is a monolithic structure, and can only be repaired as a whole.
2 It would be absolutely ridiculous for one homeowner on his or her own to undertake a repair
3 of their one third of the roof, or their one third of the stucco or envelope openings. Water
4 intrusion into the envelope anywhere on the building affects all of the homeowners of the
5 building.
6

7 NRS 116.3102 provides that an association may "... [i]nstitute ... litigation or
8 administrative proceedings in its own name on behalf of itself or for two or more unit owners
9 on matters affecting the common interest community." (Emphasis Added.) As this Court
10 recognized in its Order in the case *View of Black Mountain Homeowners Association Inc. v.*
11 *The American Black Mountain Limited Partnership, et al, supra:*
12
13

14
15 9.6 Disrepair; Damage to Owners

16 If any Owner shall permit any Improvement, which is the responsibility of
17 such Owner to maintain, to fall into disrepair so as to create a dangerous,
18 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 ..."

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

21 "9.8 Pest Control Program

22 If the Board adopts an inspection, prevention and/or eradication program
23 ("pest control program") for the prevention and eradication of infestation by
24 wood destroying pests and organisms, the Association ... may require each
25 such Owner and Residents [sic] to temporarily relocate to from the Unit in
26 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."

27 CC&Rs, Paragraphs 9.5-9.6, attached as Exhibit 9.
28

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

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

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

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

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

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

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

24 (1) the class is so numerous that joinder of all members is impractical;

25 (2) there are questions of law or fact common to the class;

26 (3) the claims or defenses of the representative parties are typical of
27 the claims or defenses of the class; and
28

(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.

1 NRCP 23(b).

2 For purposes of this motion, Plaintiffs will focus on the third requirement of NRCP
3 23(b) by showing that common questions predominate over individual questions and that
4 therefore a representative action is the superior method of adjudication.

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

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

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

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

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

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

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

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

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

9 The "Commonality" prong of Rule 23 can be satisfied by a single common question of
10 law or fact. *Shuette, supra*, 121 Nev. at 848; *Meyer v. District Court*, 110 Nev. 1357, 1363,
11 885 P.2d 622, 626 (1994). "Commonality does not require that all questions of law and fact
12 must be identical, but that an issue of law or fact exists that inheres in the complaints of all the
13 class members." Here questions of law and fact are common throughout the development.

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

19
20 **c. The Claims and Defenses of the ASSOCIATION are Typical of the Class**

21 As noted above, the analysis of Association representation does not fit easily into the
22 "typicality" analysis. However, in this matter ASSOCIATION is the assignee of over one
23 half of the unit owners at the development. Therefore, its claims are literally the same as the
24

25
26 ⁴ It is unclear exactly why so many homeowners are unreachable. It is likely a combination of absentee owner of
27 an investment or rental unit, or units in foreclosure or bank owned. It is precisely for this reason—the
28 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.

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

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

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

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

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

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

1 the other class members in order to avoid any potential conflicts of interest. *Shuette, supra*,
2 121 Nev. at 849.

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

9 Additionally, the quality of the ASSOCIATION counsel must be taken into
10 consideration. *In re Dalkon Shield IUD Products Liability Litig.*, 693 F.2d 847 (9th Cir.
11 1982). The law firm of Angius & Terry LLP is more than qualified in representing the class.
12 The firm has handled numerous class action lawsuits dealing with construction defects. A-V
13 rated attorney Paul P. Terry, Jr. has over twenty years of litigation experience in handling
14 complex matters relating to construction defects. As such, the membership will be adequately
15 represented by Angius & Terry LLP.

16
17 **e. Common Questions of Law and Fact Predominate Over Individual**
18 **Questions and a Class Action is the Superior Method of**
19 **Adjudication**

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

25 **1. Common Questions Predominate Over Individual Questions**

26 The predominance prong “tests whether proposed classes are sufficiently cohesive to
27 warrant adjudication by representation.” *Amchem Products, Inc. v. Windsor*, 521 U.S. 591,
28 625 (1997). The rule “does not require uniformity of claims across the entire class” and

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

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

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

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

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

24 *First Light II, supra* at p. 704.

1
2 2. A Representative Action is the Superior Method of
3 Adjudication

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

16 The decisions in *Blumenthal v. Medina Supply Company*, 139 Ohio App.3d 283, 743
17 N.E.2d 923 and *Payne v. Goodyear Tire and Rubber Co.*, 216 F.R.D. 21 (D. Mass. 2003)
18 offer some insight on the superiority of the class action in the instant case. In *Blumenthal*, a
19 group of Ohio homeowners sued the concrete manufacturer of their concrete driveways
20 because there was too much water in the design mix thereby causing the concrete to become
21 weak and crack and crumble. *Blumenthal, supra*, 139 Ohio App.3d 283, 743 N.E.2d 923.
22 The trial court initially certified a class that included thousands of Ohio homeowners, but then
23 decertified the class on the predominance and superiority prongs because of a high
24 concentration of individual issues that could have contributed to the concrete's failure:
25 specifically, curing procedures, concrete placement, the handling by various contractors and
26 actions by the homeowners post installation. *Id.* However, the Ohio appellate court deemed
27 the decertification improper and ruled, in relevant part:
28

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

17 *Id.* at 296-97

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

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

24 [A] class action would best serve the underlying purposes of Rule
25 23(b) by assuring aggrieved consumers their day in court. "The core
26 purpose of Rule 23(b)(3) is to vindicate the claims of consumers and
27 other groups of people whose individual claims would be too small to
28 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."

29 *Id.* at 29.

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

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

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

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

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

1 **IV. CONCLUSION**

2 ASSOCIATION has received assignments to assert the claims of 194 of the unit
3 owners at the development to date. These units are in 107 of the buildings. Through these
4 assignments, ASSOCIATION has standing to assert all claims that arise out of the assigned
5 units, and all claims that affect the entirety of the buildings in the 107 buildings that contain
6 assigned units.
7

8 Moreover, ASSOCIATION has standing pursuant to NRS 116.3102(1)(d) to assert
9 claims on behalf of two or more unit owners that affect the common interest community.
10 Defects in the building envelope, structural systems and fire resistive systems are monolithic
11 within the building. Defects of those components, by their very nature affect every unit
12 within the building. It would be impossible for one homeowner to attempt a repair of any of
13 those monolithic components without the cooperation of all of the building unit owners.
14 Clearly defects in those components affect the common interest community.
15

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

17 (1) Association has standing to assert all constructional defect claims with regard
18 to units for which Association has procured an assignment of rights from the unit owners;
19

20 (2) Association has standing to assert constructional defect claims for the building
21 envelope (roof, exterior walls, and wall openings), building structural systems, and building
22 fire resistive systems, in all buildings which contain a unit for which Association has procured
23 an assignment of rights from the unit owner; and
24
25
26
27
28

1 (3) Association has standing pursuant to NRS 116.3102(1)(d) to assert
2 constructional defect claims in the building envelope (roof, exterior walls, and wall openings),
3 building structural systems, and building fire resistive systems.
4

5 Dated: September 30, 2010

ANGIUS & TERRY LLP

6
7
8 By: 

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John J. Stander, SBN 9198
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Las Vegas, Nevada 89144
Attorneys for Plaintiff
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Exhibit 1

CURRICULUM VITAE

Personal Resume of Experience, Education and Relevant Activities

for

Ron F. Risto, General Contractor

Synopsis

Business:

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

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

Personal Background:

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

Formal Education: (since high school)

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

Professional Registration:

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

Professional Affiliations & Activities:

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

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.

Summary of Forensic Experience Related to Construction Defect Litigation

Cases:

- Fire Resistive Construction

000042

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

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<u>DESCRIPTION</u>	<u>PAGE NUMBER</u>
Introduction	iii
1.0 Roofs	1
2.0 Decks & Balconies	62
3.0 Exterior Stairs & Landings	N/A
4.0 One Coat Stucco System	74
5.0 Siding & Wood Trim	N/A
6.0 Sheet Metal	Not Used
7.0 Sliding Glass Door	85
8.0 Exterior Doors	97
9.0 Concrete	Not Used
10.0 Fire Resistive Construction	107
11.0 Wallboard	122
12.0 Interior Stairs	N/A
13.0 Fireplace & Chase	N/A
14.0 Sub-floors	128
15.0 Miscellaneous Architectural	131
16.0 Windows	133

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.

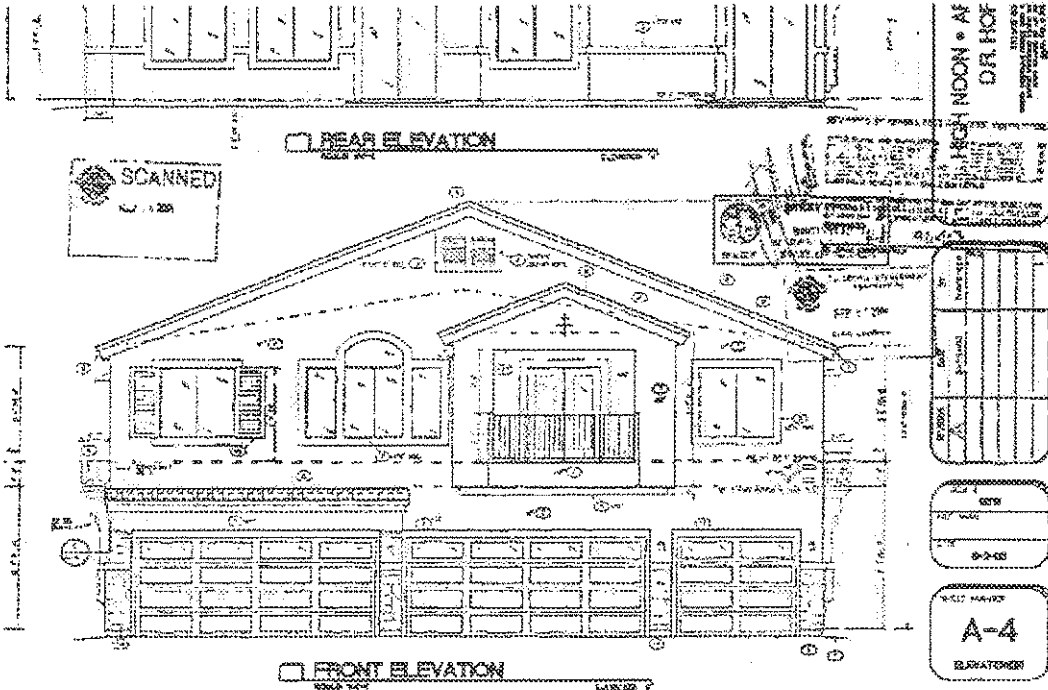
Arlington Ranch is comprised of 114 buildings with 3 units per building. The roof inspections and repair recommendations have been made with the understanding that each building and the entirety of its various roof components be considered as a single entity and not be divided by individual unit. Of 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*.

Elevation 'A'

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



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Repair Recommendations
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N.R.S. 48.109 and N.R.S.48.680

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

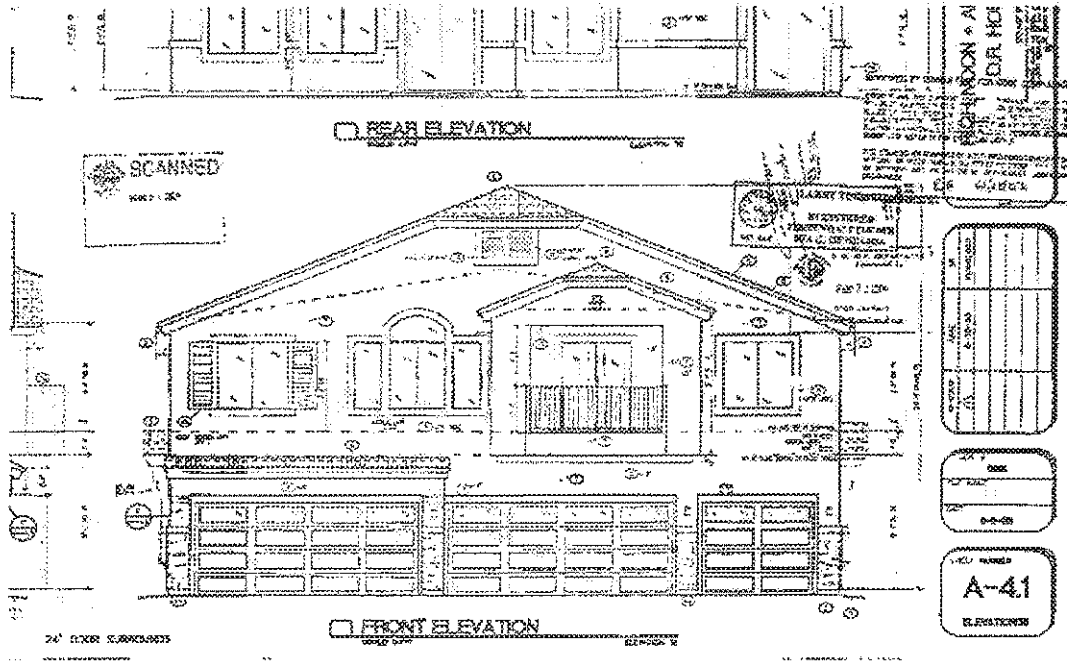
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N.R.S. 48.109 and N.R.S.48.680

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

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Preliminary Defect List &
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Elevation 'B'

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

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

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

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

1.0 TILE ROOFS

1.01 Defect: Field Area - General

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

Location: Tile Roof Area

Observed Defective at Elevation A:

- a. 19 Buildings: 8660 Horizon Wind, 8669 Horizon Wind, 8749 Horizon Wind, 8760 Horizon Wind, 8789 Horizon Wind, 8799 Horizon Wind, 9440 Thunder Sky, 9460 Thunder Sky, 9480 Thunder Sky, 8618 Tom Noon, 8638 Tom Noon, 8658 Tom Noon, 8758 Tom Noon, 8787 Tom Noon, 8807 Tom Noon, 8654 Traveling Breeze, 8695 Traveling Breeze, 8764 Traveling Breeze, 8805 Traveling Breeze
- b. 24 Buildings: 8640 Horizon Wind, 8649 Horizon Wind, 8660 Horizon Wind, 8669 Horizon Wind, 8729 Horizon Wind, 8730 Horizon Wind, 8760 Horizon Wind, 8789 Horizon Wind, 8799 Horizon Wind, 9440 Thunder Sky, 9460 Thunder Sky, 9480 Thunder Sky, 8618 Tom Noon, 8689 Tom Noon, 8718 Tom Noon, 8758 Tom Noon, 8654 Traveling Breeze, 8695 Traveling Breeze, 8725 Traveling Breeze, 8744 Traveling Breeze, 8764 Traveling Breeze, 8765 Traveling Breeze, 8785 Traveling Breeze, 8805 Traveling Breeze
- c. 3 Buildings: 8669 Horizon Wind, 9480 Thunder Sky, 8764 Traveling Breeze
- d. 15 Buildings: 8669 Horizon Wind, 8760 Horizon Wind, 8789 Horizon Wind, 8799 Horizon Wind, 9440 Thunder Sky, 9480 Thunder Sky, 8618 Tom Noon, 8638 Tom Noon, 8658 Tom Noon, 8787 Tom Noon, 8807 Tom Noon, 8654 Traveling Breeze, 8695 Traveling Breeze, 8725 Traveling Breeze, 8764 Traveling Breeze
- e. 4 Buildings: 8649 Horizon Wind, 8789 Horizon Wind, 8799 Horizon Wind, 8618 Tom Noon
- f. 4 Buildings: 8729 Horizon Wind, 8749 Horizon Wind, 8638 Tom Noon, 8654 Traveling Breeze

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

- g. 3 Buildings: 8649 Horizon Wind, 8618 Tom Noon, 8758 Tom Noon
- h. 2 Buildings: 8799 Horizon Wind, 8758 Tom Noon

Observed Defective at Elevation B:

- a. 13 Buildings: 8650 Horizon Wind, 8750 Horizon Wind, 9430 Thunder Sky, 9450 Thunder Sky, 9470 Thunder Sky, 8637 Tom Noon, 8679 Tom Noon, 8717 Tom Noon, 8768 Tom Noon, 8828 Tom Noon, 8665 Traveling Breeze, 8755 Traveling Breeze, 8775 Traveling Breeze
- b. 18 Buildings: 8650 Horizon Wind, 8670 Horizon Wind, 8739 Horizon Wind, 8750 Horizon Wind, 8759 Horizon Wind, 8779 Horizon Wind, 8780 Horizon Wind, 8810 Horizon Wind, 9430 Thunder Sky, 9450 Thunder Sky, 9470 Thunder Sky, 8679 Tom Noon, 8708 Tom Noon, 8717 Tom Noon, 8768 Tom Noon, 8828 Tom Noon, 8665 Traveling Breeze, 8694 Traveling Breeze
- c. 1 Building: 8694 Traveling 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

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N.R.S. 44.109 and N.R.S.40.680

- d. 31 Buildings: Defective plus - 8640 Horizon Wind, 8649 Horizon Wind, 8660 Horizon Wind , 8729 Horizon Wind, 8730 Horizon Wind, 8740 Horizon Wind, 8749 Horizon Wind, 9460 Thunder Sky, 8689 Tom Noon, 8718 Tom Noon, 8758 Tom Noon, 8644 Traveling Breeze, 8744 Traveling Breeze, 8765 Traveling Breeze, 8785 Traveling Breeze, 8805 Traveling Breeze
- e. 31 Buildings: Defective plus - 8640 Horizon Wind, 8660 Horizon Wind , 8669 Horizon Wind, 8729 Horizon Wind, 8730 Horizon Wind, 8740 Horizon Wind, 8749 Horizon Wind, 8760 Horizon Wind, 9440 Thunder Sky, 9460 Thunder Sky, 9480 Thunder Sky, 8638 Tom Noon, 8658 Tom Noon, 8689 Tom Noon, 8718 Tom Noon, 8758 Tom Noon, 8787 Tom Noon, 8807 Tom Noon, 8644 Traveling Breeze, 8654 Traveling Breeze, 8695 Traveling Breeze, 8725 Traveling Breeze, 8744 Traveling Breeze, 8764 Traveling Breeze, 8765 Traveling Breeze, 8785 Traveling Breeze, 8805 Traveling Breeze
- f. 16 Buildings: Defective plus - 8649 Horizon Wind, 8660 Horizon Wind , 8730 Horizon Wind, 8740 Horizon Wind, 8789 Horizon Wind, 8799 Horizon Wind, 9440 Thunder Sky, 9480 Thunder Sky, 8618 Tom Noon, 8758 Tom Noon, 8764 Traveling Breeze, 8785 Traveling Breeze
- g. 16 Buildings: Defective plus - 8660 Horizon Wind , 8729 Horizon Wind, 8730 Horizon Wind, 8740 Horizon Wind, 8749 Horizon Wind, 8789 Horizon Wind, 8799 Horizon Wind, 9440 Thunder Sky, 9480 Thunder Sky, 8638 Tom Noon, 8654 Traveling Breeze, 8764 Traveling Breeze, 8785 Traveling Breeze
- h. 31 Buildings: Defective plus - 8640 Horizon Wind, 8649 Horizon Wind, 8660 Horizon Wind , 8669 Horizon Wind, 8729 Horizon Wind, 8730 Horizon Wind, 8740 Horizon Wind, 8749 Horizon Wind, 8760 Horizon Wind, 8789 Horizon Wind, 9440 Thunder Sky, 9460 Thunder Sky, 9480 Thunder Sky, 8618 Tom Noon, 8638 Tom Noon, 8658 Tom Noon, 8689 Tom Noon, 8718 Tom Noon, 8787 Tom Noon, 8807 Tom Noon, 8644 Traveling Breeze, 8654 Traveling Breeze, 8695 Traveling Breeze, 8725 Traveling Breeze, 8744 Traveling Breeze, 8764

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

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

Investigated for Defect at Elevation B:

- a. 23 Buildings: Defective plus - 8670 Horizon Wind, 8739 Horizon Wind, 8759 Horizon Wind, 8779 Horizon Wind, 8780 Horizon Wind, 8810 Horizon Wind, 8668 Tom Noon, 8708 Tom Noon, 8757 Tom Noon, 8694Traveling Breeze
- b. 23 Buildings: Defective plus - 8637 Tom Noon, 8668 Tom Noon, 8757 Tom Noon, 8755 Traveling Breeze, 8775 Traveling Breeze
- c. 23 Buildings: Defective plus - 8650 Horizon Wind, 8670 Horizon Wind, 8739 Horizon Wind, 8750 Horizon Wind, 8759 Horizon Wind, 8779 Horizon Wind, 8780 Horizon Wind, 8810 Horizon Wind, 9430 Thunder Sky, 9450 Thunder Sky, 9470 Thunder Sky, 8637 Tom Noon, 8668 Tom Noon, 8679 Tom Noon, 8708 Tom Noon, 8717 Tom Noon, 8757 Tom Noon, 8768 Tom Noon, 8828 Tom Noon, 8665 Traveling Breeze, 8755 Traveling Breeze, 8775 Traveling Breeze
- d. 23 Buildings: Defective plus - 8670 Horizon Wind, 8739 Horizon Wind, 8750 Horizon Wind, 8759 Horizon Wind, 8779 Horizon Wind, 8780 Horizon Wind, 8810 Horizon Wind, 9430 Thunder Sky, 9450 Thunder Sky, 8668 Tom Noon, 8708 Tom Noon, 8757 Tom Noon, 8768 Tom Noon, 8828 Tom Noon, 8665 Traveling Breeze, 8694Traveling Breeze, 8775 Traveling Breeze
- e. 23 Buildings: Defective plus - 8670 Horizon Wind, 8739 Horizon Wind, 8759 Horizon Wind, 8779 Horizon Wind, 8780 Horizon Wind, 8810 Horizon Wind, 9430 Thunder Sky, 9450 Thunder Sky, 9470 Thunder Sky, 8637 Tom Noon, 8668 Tom Noon, 8708 Tom Noon, 8717 Tom Noon, 8757 Tom Noon, 8768 Tom Noon, 8828 Tom Noon, 8665 Traveling Breeze, 8694Traveling Breeze, 8755 Traveling Breeze, 8775 Traveling Breeze
- f. 9 Buildings: Defective plus - 8650 Horizon Wind, 8670 Horizon Wind, 8739 Horizon Wind, 8810 Horizon Wind, 8679 Tom Noon, 8828 Tom Noon, 8665 Traveling Breeze, 8694Traveling Breeze, 8775 Traveling Breeze
- g. 9 Buildings: Defective plus - 8650 Horizon Wind, 8670 Horizon Wind, 8739 Horizon Wind, 8828 Tom Noon, 8694Traveling Breeze, 8775 Traveling Breeze

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N.R.S. 46.109 and N.R.S.46.680

- 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, 8694 Traveling Breeze, 8755 Traveling Breeze, 8775 Traveling Breeze

Projected Defective at Elevation A:

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

Projected Defective at Elevation B:

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

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N.R.S. 42.109 and N.R.S. 42.580

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

Codes and Standards:

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

Repair Recommendations:

a,b.

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

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

c.

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

Where applicable, repair in conjunction with other repairs.

Reinstall loose tiles with approved adhesive to adjacent fastened tiles.

d.

Repair covered by all other repairs.

e.

Repair in conjunction with all other repairs.

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

f.

Repair where found in conjunction with other repairs.

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

g.

Repair where found in conjunction with other repairs.

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

h.

Repair in conjunction with other repairs.

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

• **1.0 TILE ROOFS**

1.02 Defect: Eaves

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

Location: Tile Roof Area

Observed Defective at Elevation A:

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

Observed Defective at Elevation B:

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

Investigated for Defect at Elevation A:

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

Investigated for Defect at Elevation B:

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

Projected Defective at Elevation A:

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

Projected Defective at Elevation B:

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

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Codes and Standards:

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

Repair Recommendations:

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

a.

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

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

b.

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

• 1.0 TILE ROOFS

1.03 Defect: Open Rakes

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

Location: Tile Roof Area

Observed Defective at Elevation A:

- a. 5 Buildings: 8730 Horizon Wind, 8760 Horizon Wind, 9480 Thunder Sky, 8787 Tom Noon, 8725 Traveling Breeze
- b. 12 Buildings: 8640 Horizon Wind, 8649 Horizon Wind, 8729 Horizon Wind, 8730 Horizon Wind, 9440 Thunder Sky, 9480 Thunder Sky, 8689 Tom Noon, 8758 Tom Noon, 8654 Traveling Breeze, 8695 Traveling Breeze, 8764 Traveling Breeze, 8785 Traveling Breeze
- c. 13 Buildings: 8660 Horizon Wind , 8669 Horizon Wind, 8730 Horizon Wind, 8799 Horizon Wind, 9440 Thunder Sky, 9480 Thunder Sky, 8618 Tom Noon, 8638 Tom Noon, 8658 Tom Noon, 8787 Tom Noon, 8744 Traveling Breeze, 8765 Traveling Breeze, 8785 Traveling Breeze
- d. 16 Buildings: 8649 Horizon Wind, 8660 Horizon Wind , 8729 Horizon Wind, 8730 Horizon Wind, 8740 Horizon Wind, 8749 Horizon Wind, 8789 Horizon Wind, 8799 Horizon Wind, 9440 Thunder Sky, 9480 Thunder Sky, 8618 Tom Noon, 8638 Tom Noon, 8758 Tom Noon, 8654 Traveling Breeze, 8764 Traveling Breeze, 8785 Traveling Breeze
- e. 20 Buildings: 8660 Horizon Wind , 8669 Horizon Wind, 8729 Horizon Wind, 8730 Horizon Wind, 8749 Horizon Wind, 8789 Horizon Wind, 8799 Horizon Wind, 9440 Thunder Sky, 9480 Thunder Sky, 8618 Tom Noon, 8638 Tom Noon, 8689 Tom Noon, 8758 Tom Noon, 8787 Tom Noon, 8644 Traveling Breeze, 8654 Traveling Breeze, 8695 Traveling Breeze, 8764 Traveling Breeze, 8765 Traveling Breeze, 8785 Traveling Breeze

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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

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N.R.S. 48.109 and N.R.S.48.486

- g. 16 Buildings: 8649 Horizon Wind, 8660 Horizon Wind , 8729 Horizon Wind, 8730 Horizon Wind, 8740 Horizon Wind, 8749 Horizon Wind, 8789 Horizon Wind, 8799 Horizon Wind, 9440 Thunder Sky, 9480 Thunder Sky, 8618 Tom Noon, 8638 Tom Noon, 8758 Tom Noon, 8654 Traveling Breeze, 8764 Traveling Breeze, 8785 Traveling Breeze
 - h. 16 Buildings: 8649 Horizon Wind, 8660 Horizon Wind , 8729 Horizon Wind, 8730 Horizon Wind, 8740 Horizon Wind, 8749 Horizon Wind, 8789 Horizon Wind, 8799 Horizon Wind, 9440 Thunder Sky, 9480 Thunder Sky, 8618 Tom Noon, 8638 Tom Noon, 8758 Tom Noon, 8654 Traveling Breeze, 8764 Traveling Breeze, 8785 Traveling Breeze
 - i. 2 Buildings: 8660 Horizon Wind, 9440 Thunder Sky
- Observed Defective at Elevation B:**
- a. 1 Building: 8768 Tom Noon
 - b. 8 Buildings: 8650 Horizon Wind, 8670 Horizon Wind, 8750 Horizon Wind, 8810 Horizon Wind, 8668 Tom Noon, 8679 Tom Noon, 8694Traveling Breeze, 8775 Traveling Breeze
 - c. 11 Buildings: 8670 Horizon Wind, 8750 Horizon Wind, 8779 Horizon Wind, 9450 Thunder Sky, 9470 Thunder Sky, 8637 Tom Noon, 8668 Tom Noon, 8717 Tom Noon, 8665 Traveling Breeze, 8694Traveling Breeze, 8755 Traveling Breeze
 - d. 9 Buildings: 8650 Horizon Wind, 8670 Horizon Wind, 8739 Horizon Wind, 8810 Horizon Wind, 8679 Tom Noon, 8828 Tom Noon, 8665 Traveling Breeze, 8694Traveling Breeze, 8775 Traveling Breeze
 - e. 14 Buildings: 8650 Horizon Wind, 8670 Horizon Wind, 8750 Horizon Wind, 8759 Horizon Wind, 8780 Horizon Wind, 8810 Horizon Wind, 9430 Thunder Sky, 8668 Tom Noon, 8679 Tom Noon, 8717 Tom Noon, 8768 Tom Noon, 8828 Tom Noon, 8665 Traveling Breeze, 8775 Traveling Breeze
 - f. 9 Buildings: 8650 Horizon Wind, 8670 Horizon Wind, 8739 Horizon Wind, 8810 Horizon Wind, 8679 Tom Noon, 8828 Tom Noon, 8665 Traveling Breeze, 8694Traveling Breeze, 8775 Traveling Breeze
 - g. 9 Buildings: 8650 Horizon Wind, 8670 Horizon Wind, 8739 Horizon Wind, 8810 Horizon Wind, 8679 Tom Noon, 8828 Tom Noon, 8665 Traveling Breeze, 8694Traveling Breeze, 8775 Traveling Breeze

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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, 8694 Traveling
Breeze, 8775 Traveling Breeze
- i. 1 Building: 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, 8695 Traveling Breeze, 8744 Traveling Breeze, 8764 Traveling Breeze, 8765 Traveling Breeze, 8785 Traveling Breeze, 8805 Traveling Breeze
- b. 31 Buildings: Defective plus - 8660 Horizon Wind, 8669 Horizon Wind, 8740 Horizon Wind, 8749 Horizon Wind, 8760 Horizon Wind, 8789 Horizon Wind, 8799 Horizon Wind, 9460 Thunder Sky, 8618 Tom Noon, 8638 Tom Noon, 8658 Tom Noon, 8718 Tom Noon, 8787 Tom Noon, 8807 Tom Noon, 8644 Traveling Breeze, 8725 Traveling Breeze, 8744 Traveling Breeze, 8765 Traveling Breeze, 8805 Traveling Breeze
- c. 31 Buildings: Defective plus - 8640 Horizon Wind, 8649 Horizon Wind, 8729 Horizon Wind, 8740 Horizon Wind, 8749 Horizon Wind, 8760 Horizon Wind, 8789 Horizon Wind, 9460 Thunder Sky, 8689 Tom Noon, 8718 Tom Noon, 8758 Tom Noon, 8807 Tom Noon, 8644 Traveling Breeze, 8654 Traveling Breeze, 8695 Traveling Breeze, 8725 Traveling Breeze, 8764 Traveling Breeze, 8805 Traveling Breeze
- d. 16 Buildings: Same as Defective
- e. 31 Buildings: Defective plus - 8640 Horizon Wind, 8649 Horizon Wind, 8740 Horizon Wind, 8760 Horizon Wind, 9460 Thunder Sky, 8658 Tom Noon, 8718 Tom Noon, 8807 Tom Noon, 8725 Traveling Breeze, 8744 Traveling Breeze, 8805 Traveling Breeze
- f. 16 Buildings: Same as Defective
- g. 16 Buildings: Same as Defective
- h. 16 Buildings: Same as Defective
- i. 16 Buildings: Defective plus - 8649 Horizon Wind, 8729 Horizon Wind, 8730 Horizon Wind, 8740 Horizon Wind, 8749 Horizon Wind, 8789 Horizon Wind, 8799 Horizon Wind, 9480 Thunder Sky, 8618 Tom

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

Investigated for Defect at Elevation B:

- a. 23 Buildings: Defective plus - 8650 Horizon Wind, 8670 Horizon Wind, 8739 Horizon Wind, 8750 Horizon Wind, 8759 Horizon Wind, 8779 Horizon Wind, 8780 Horizon Wind, 8810 Horizon Wind, 9430 Thunder Sky, 9450 Thunder Sky, 9470 Thunder Sky, 8637 Tom Noon, 8668 Tom Noon, 8679 Tom Noon, 8708 Tom Noon, 8717 Tom Noon, 8757 Tom Noon, 8828 Tom Noon, 8665 Traveling Breeze, 8694 Traveling Breeze, 8755 Traveling Breeze, 8775 Traveling Breeze
- b. 23 Buildings: Defective plus - 8739 Horizon Wind, 8759 Horizon Wind, 8779 Horizon Wind, 8780 Horizon Wind, 9430 Thunder Sky, 9450 Thunder Sky, 9470 Thunder Sky, 8637 Tom Noon, 8708 Tom Noon, 8717 Tom Noon, 8757 Tom Noon, 8768 Tom Noon, 8828 Tom Noon, 8665 Traveling Breeze, 8755 Traveling Breeze
- c. 23 Buildings: Defective plus - 8650 Horizon Wind, 8739 Horizon Wind, 8759 Horizon Wind, 8780 Horizon Wind, 8810 Horizon Wind, 9430 Thunder Sky, 8679 Tom Noon, 8708 Tom Noon, 8757 Tom Noon, 8768 Tom Noon, 8828 Tom Noon, 8775 Traveling Breeze
- d. 9 Buildings: Same as Defective
- e. 23 Buildings: Defective plus - 8739 Horizon Wind, 8779 Horizon Wind, 9450 Thunder Sky, 9470 Thunder Sky, 8637 Tom Noon, 8708 Tom Noon, 8757 Tom Noon, 8694 Traveling Breeze, 8755 Traveling Breeze
- f. 9 Buildings: Same as Defective
- g. 9 Buildings: Same as Defective
- h. 9 Buildings: Defective plus - 8828 Tom Noon
- i. 9 Buildings: Defective plus - 8670 Horizon Wind, 8739 Horizon Wind, 8810 Horizon Wind, 8679 Tom Noon, 8828 Tom Noon, 8665 Traveling Breeze, 8694 Traveling Breeze, 8775 Traveling Breeze

Projected Defective at Elevation A:

- a. 10 Buildings: (16% x 61) with a repair at 1 damaged trim tile per building.
- b. 24 Buildings: (39% x 61) with a repair at 4 open rake trim tiles per building.
- c. 26 Buildings: (42% x 61) with a repair at 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.
3. Install a nominal 1x2" stucco ground / nailer where the stucco was removed.
4. Refold the edge metal corner lap as needed to create a positive lap.
5. Install -new underlayment. Extend the underlayment far enough over the edge to cover the stucco ground / nailer. Weave new underlayment into the existing in shingle fashion observing 2" head laps and 6" end laps.
6. Reinstall field tiles per manufacturer's recommendations. Replace any damaged tiles.
7. Nail or use adhesive to secure all tiles within 3' perimeter areas.
8. Reinstall trim tiles. Butt to field tiles and position to nest properly. Use 2-10d corrosion resistant nails per tile with 3/4" minimum penetration into barge. At shortened tiles, drill a new hole when needed to maintain 2 nails per tile.
9. Add mortar weather blocking per manufacturer's recommendations at transitions and terminations to walls.

• 1.0 TILE ROOFS

1.04 Defect: Valleys

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

Location: Tile Roof Area

Observed Defective at Elevation A:

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

Observed Defective at Elevation B:

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

Investigated for Defect at Elevation A:

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

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

Investigated for Defect at Elevation B:

- a. 9 Buildings: Defective plus - 8670 Horizon Wind, 8739 Horizon
Wind, 8810 Horizon Wind, 8679 Tom Noon, 8828
Tom Noon, 8665 Traveling Breeze, 8694 Traveling
Breeze, 8775 Traveling Breeze
- b. 9 Buildings: Defective plus - 8650 Horizon Wind, 8670 Horizon
Wind, 8810 Horizon Wind, 8679 Tom Noon, 8828
Tom Noon, 8775 Traveling Breeze
- c. 9 Buildings: Defective plus - 8739 Horizon Wind, 8810 Horizon
Wind, 8679 Tom Noon, 8828 Tom Noon, 8665
Traveling Breeze
- d. 9 Buildings: Same as Defective
- e. 9 Buildings: Same as Defective
- f. 9 Buildings: Defective plus – 8810 Horizon Wind, 8679 Tom
Noon, 8828 Tom Noon, 8665 Traveling Breeze
- g. 9 Buildings: Defective plus – 8650 Horizon Wind, 8670 Horizon
Wind, 8739 Horizon Wind, 8810 Horizon Wind,
8679 Tom Noon, 8828 Tom Noon
- h. 9 Buildings: Defective plus – 8650 Horizon Wind, 8670 Horizon
Wind, 8739 Horizon Wind, 8679 Tom Noon, 8828
Tom Noon, 8694 Traveling 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.

Projected Defective at Elevation B:

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

Codes and Standards:

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

Repair Recommendations:

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

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

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

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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
- c. Mastic Application Improper at Ridge Trim Tiles
- d. Improper Ridge Nailer Attachment

Location: Tile Roof Area

Observed Defective at Elevation A:

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

Observed Defective at Elevation B:

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

Investigated for Defect at Elevation A:

- a. 31 Buildings: Defective plus - 8640 Horizon Wind, 8649 Horizon Wind, 8660 Horizon Wind, 8669 Horizon Wind, 8729 Horizon Wind, 8730 Horizon Wind, 8740 Horizon Wind, 8749 Horizon Wind, 8760 Horizon Wind, 8789 Horizon Wind, 8799 Horizon Wind, 9440 Thunder Sky, 9460 Thunder Sky, 9480 Thunder Sky, 8618 Tom Noon, 8638 Tom Noon, 8658 Tom Noon, 8689 Tom Noon, 8718 Tom Noon, 8758 Tom Noon, 8787 Tom Noon, 8807 Tom Noon, 8654 Traveling Breeze, 8695 Traveling Breeze, 8725 Traveling Breeze, 8744 Traveling Breeze, 8764 Traveling Breeze, 8765 Traveling Breeze, 8785 Traveling Breeze, 8805 Traveling Breeze
- b. 31 Buildings: Defective plus - 8640 Horizon Wind, 8649 Horizon Wind, 8729 Horizon Wind, 8740 Horizon Wind, 9480 Thunder Sky, 8658 Tom Noon, 8807 Tom Noon, 8644 Traveling Breeze, 8725 Traveling Breeze, 8744 Traveling Breeze, 8805 Traveling Breeze
- c. 16 Buildings: Defective plus - 8740 Horizon Wind
- d. 16 Buildings: Defective plus - 8649 Horizon Wind, 8729 Horizon Wind, 8730 Horizon Wind, 8740 Horizon Wind, 8749 Horizon Wind, 8799 Horizon Wind, 8618 Tom Noon, 8654 Traveling Breeze, 8764 Traveling Breeze

Investigated for Defect at Elevation B:

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

Projected Defective at Elevation A:

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

Projected Defective at Elevation B:

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

Codes and Standards:

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

Repair Recommendations:

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

a,b,c,d.

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

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N.R.S. 46.109 and N.R.S. 46.689

• 1.0 TILE ROOFS

1.06 Defect: Confined Rakes

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

Location: Tile Roof Area

Observed Defective at Elevation A:

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

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