

**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.

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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.

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Dated: 19 Aug 10

Print Name(s) Jason Daniel Morrison

Signature(s) _____

Unit Address 8679 Horizon Wind Ave unit 102

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Dated: 13 Jun 10

Print Name(s) James Steven Mueller

Signature(s) Lili Dianne Mueller
[Signature]

Unit Address 8900

Telephone # 931-624-7434

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Dated: 6/13/10

Print Name(s) Backel March

Signature(s) Backel March

Unit Address 9805 Traveling Breeze Ave #102

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Dated: 8-21-10

Print Name(s) Fred Murray Kelly Murray

Signature(s) [Signature] Kelly Murray

Unit Address 8778 Town Noon Unit 102

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Dated: 08/27/2010 Print Name(s) 8735 TRAVELING BREEZE TRUST
ZIVORAD NIKOLIC - TRUSTEE
Signature(s) Zivorad Nikolic

Unit Address 8735 TRAVELING BREEZE AVE. #103

Telephone # 951-530-1546

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Dated: 3/9/2010

Print Name(s) JIA QING NING

Signature(s) [Signature]

Unit Address 8759 Horizon Wind Ave Las Vegas
NV 89148

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Dated: 6-16-10

Print Name(s) Deb Noller

Signature(s) Deb Noller

Unit Address 9470 Thunder Sky #102

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Dated: 3/9/10

Print Name(s) PATRICK MERIS

Signature(s) 

Unit Address 8689 Ton Box Ave #102

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Dated: 6-14-10

Print Name(s) FRANK NOZZO

Signature(s) Frank Nozzo

Unit Address 8684 TRAVELING BREEZE

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Dated: 3/29/2010 Print Name(s) Stephanie J. Pace

Signature(s) [Signature]

Unit Address 8724 TRAVELING BREEZE #101

I want my
floors fixed.

FROM: CASH FLOW FOUNDATION

04/05/2010 11:00

NOES P.001/001

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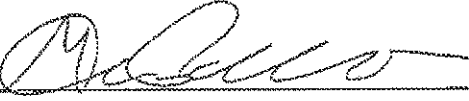
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Dated: 3-15-10

Print Name(s) GLORIA PALLADINETTI

MAILING ADDRESS

Signature(s) 

51K WINSTON ST

ANDERSON NV 89052

Unit Address

9460 Thunder Sky ST.

702-270-2857

**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.

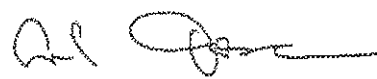
G. It is understood that nothing in this Assignment shall be construed to obligate THE ASSOCIATION, in any way to undertake or pay for any particular repairs to any individual unit.

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: 8/21/10

Print Name(s) GABRIELA PARGA

Signature(s) 

Unit Address # 102

Telephone # 702-278-2124

**HIGH NOON AT ARLINGTON RANCH
ASSIGNMENT OF CAUSES OF ACTION**

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RECITALS

A. Significant defects have been discovered in the individual units at the High Noon At Arlington Ranch townhomes.

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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.

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Dated: 6/2/10

Print Name(s) Margaret Payette

Signature(s) Margaret Payette

Unit Address 9430 Thunder Sky St #103

Telephone # 702-401-5000

**HIGH NOON AT ARLINGTON RANCH
ASSIGNMENT OF CAUSES OF ACTION**

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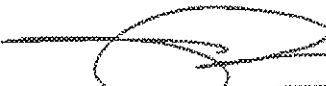
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Dated: 8/17/10

Print Name(s) Mantel Perera

Signature(s) 

Unit Address 8749 Horizons Ln Unit #101

**HIGH NOON AT ARLINGTON RANCH
ASSIGNMENT OF CAUSES OF ACTION**

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

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Dated: 8/2/10

Print Name(s) Gail Perillo

Signature(s) Gail Perillo

Unit Address 8644 Traveling Breeze # 101

HIGH NOON AT ARLINGTON RANCH
ASSIGNMENT OF CAUSES OF ACTION

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Dated: 6-8-2010

Print Name(s) CHRISTOPHER PRESTIPINO

Signature(s) C. Prestipino

Unit Address 8710 HORIZON WIND #101

Telephone # 702-635-7124

**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.

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Dated: 6/14/10

Print Name(s) NORM RAGLAND

Signature(s) 

Unit Address 8809 HORIZON WIND AVE #102
LAS VEGAS, NV 89178

HIGH NOON AT ARLINGTON RANCH
ASSIGNMENT OF CAUSES OF ACTION

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RECITALS

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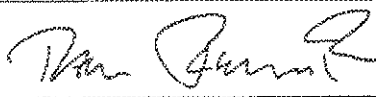
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Dated: 3/10/10

Print Name(s) Paul Rechsteiner

Signature(s) 

Unit Address 8785 Traveling Breeze Ave #102
Las Vegas NV 89178

**HIGH NOON AT ARLINGTON RANCH
ASSIGNMENT OF CAUSES OF ACTION**

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Dated: 8/5/2010

Print Name(s)

LINDA M RIDICCA

Signature(s)

Linda M Ridicca

Unit Address

8685 TRAVELING BREED
#102

HIGH NOON AT ARLINGTON RANCH
ASSIGNMENT OF CAUSES OF ACTION

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Dated: 3/11/10

Print Name(s) Marie Rodgers

Signature(s) Marie Rodgers

Unit Address 8654 Traveling Breeze Ave Unit 102
Las Vegas, NV 89178

**HIGH NOON AT ARLINGTON RANCH
ASSIGNMENT OF CAUSES OF ACTION**

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Dated: 8-28-10

Print Name(s) Michael Rogers Daelene Rogers

Signature(s) Michael Rogers Daelene Rogers

Unit Address 2804 Traveling Lizard Ave #103

**HIGH NOON AT ARLINGTON RANCH
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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. AS42616. 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: 6/12/10

Print Name(s) ELLEN J. ROSS

Signature(s) [Signature]

Unit Address 8815 Traveling Breeze # 101

Thanks!

Exhibit 6

BUILDING #	STREET NAME	UNIT	ASSIGNMENT
8649	Horizon Wind Ave.	Unit 101	
		Unit 102	YES
		Unit 103	YES
8650	Horizon Wind Ave.	Unit 101	YES
		Unit 102	YES
		Unit 103	YES
8659	Horizon Wind Ave.	Unit 101	YES
		Unit 102	YES
		Unit 103	
8660	Horizon Wind Ave.	Unit 101	
		Unit 102	
		Unit 103	
8669	Horizon Wind Ave.	Unit 101	YES
		Unit 102	YES
		Unit 103	
8670	Horizon Wind Ave.	Unit 101	
		Unit 102	YES
		Unit 103	
8679	Horizon Wind Ave.	Unit 101	
		Unit 102	YES
		Unit 103	
8680	Horizon Wind Ave.	Unit 101	
		Unit 102	YES
		Unit 103	YES
8689	Horizon Wind Ave.	Unit 101	
		Unit 102	
		Unit 103	YES
8690	Horizon Wind Ave.	Unit 101	
		Unit 102	
		Unit 103	
8710	Horizon Wind Ave.	Unit 101	YES
		Unit 102	YES
		Unit 103	
8720	Horizon Wind Ave.	Unit 101	YES
		Unit 102	YES
		Unit 103	YES
8729	Horizon Wind Ave.	Unit 101	YES
		Unit 102	YES
		Unit 103	
8730	Horizon Wind Ave.	Unit 101	YES
		Unit 102	
		Unit 103	YES
8739	Horizon Wind Ave.	Unit 101	YES
		Unit 102	YES
		Unit 103	YES
8740	Horizon Wind Ave.	Unit 101	
		Unit 102	YES
		Unit 103	YES
8749	Horizon Wind Ave.	Unit 101	YES
		Unit 102	
		Unit 103	YES
8750	Horizon Wind Ave.	Unit 101	YES
		Unit 102	YES
		Unit 103	YES

8759	Horizon Wind Ave.	Unit 101	
		Unit 102	YES
		Unit 103	YES
8760	Horizon Wind Ave.	Unit 101	YES
		Unit 102	
		Unit 103	YES
8769	Horizon Wind Ave.	Unit 101	
		Unit 102	
		Unit 103	YES
8779	Horizon Wind Ave.	Unit 101	
		Unit 102	YES
		Unit 103	YES
8780	Horizon Wind Ave.	Unit 101	
		Unit 102	
		Unit 103	
8789	Horizon Wind Ave.	Unit 101	
		Unit 102	YES
		Unit 103	
8790	Horizon Wind Ave.	Unit 101	
		Unit 102	
		Unit 103	YES
8799	Horizon Wind Ave.	Unit 101	YES
		Unit 102	
		Unit 103	
8800	Horizon Wind Ave.	Unit 101	
		Unit 102	
		Unit 103	YES
8809	Horizon Wind Ave.	Unit 101	
		Unit 102	YES
		Unit 103	
8810	Horizon Wind Ave.	Unit 101	YES
		Unit 102	YES
		Unit 103	
8819	Horizon Wind Ave.	Unit 101	
		Unit 102	YES
		Unit 103	
8820	Horizon Wind Ave.	Unit 101	
		Unit 102	YES
		Unit 103	YES
8829	Horizon Wind Ave.	Unit 101	
		Unit 102	YES
		Unit 103	
8839	Horizon Wind Ave.	Unit 101	YES
		Unit 102	
		Unit 103	YES
8840	Horizon Wind Ave.	Unit 101	
		Unit 102	
		Unit 103	YES
9430	Thunder Sky St.	Unit 101	
		Unit 102	YES
		Unit 103	YES
9440	Thunder Sky St.	Unit 101	YES
		Unit 102	YES
		Unit 103	
	Thunder Sky St.	Unit 101	YES

9450		Unit 102	YES
		Unit 103	YES
9460	Thunder Sky St.	Unit 101	
		Unit 102	
9470	Thunder Sky St.	Unit 103	YES
		Unit 101	YES
9480	Thunder Sky St.	Unit 102	YES
		Unit 103	YES
9490	Thunder Sky St.	Unit 101	YES
		Unit 102	
8647	Tom Noon Ave.	Unit 103	YES
		Unit 101	
8648	Tom Noon Ave.	Unit 102	
		Unit 103	YES
8657	Tom Noon Ave.	Unit 101	YES
		Unit 102	
8658	Tom Noon Ave.	Unit 103	
		Unit 101	YES
8667	Tom Noon Ave.	Unit 102	YES
		Unit 103	
8668	Tom Noon Ave.	Unit 101	YES
		Unit 102	
8678	Tom Noon Ave.	Unit 103	
		Unit 101	YES
8679	Tom Noon Ave.	Unit 102	YES
		Unit 103	
8689	Tom Noon Ave.	Unit 101	YES
		Unit 102	YES
8698	Tom Noon Ave.	Unit 103	
		Unit 101	YES
8708	Tom Noon Ave.	Unit 102	YES
		Unit 103	
8717	Tom Noon Ave.	Unit 101	
		Unit 102	YES
8718	Tom Noon Ave.	Unit 103	YES
		Unit 101	YES
	Tom Noon Ave.	Unit 102	
		Unit 103	

8727		Unit 103	
	Tom Noon Ave.	Unit 101	
		Unit 102	
8728		Unit 103	
	Tom Noon Ave.	Unit 101	
		Unit 102	YES
8737		Unit 103	YES
	Tom Noon Ave.	Unit 101	
		Unit 102	YES
8738		Unit 103	YES
	Tom Noon Ave.	Unit 101	YES
		Unit 102	YES
8747		Unit 103	
	Tom Noon Ave.	Unit 101	
		Unit 102	
8748		Unit 103	YES
	Tom Noon Ave.	Unit 101	YES
		Unit 102	YES
8757		Unit 103	YES
	Tom Noon Ave.	Unit 101	
		Unit 102	YES
8758		Unit 103	YES
	Tom Noon Ave.	Unit 101	
		Unit 102	
8768		Unit 103	YES
	Tom Noon Ave.	Unit 101	
		Unit 102	YES
8777		Unit 103	YES
	Tom Noon Ave.	Unit 101	YES
		Unit 102	YES
8778		Unit 103	YES
	Tom Noon Ave.	Unit 101	
		Unit 102	YES
8787		Unit 103	
	Tom Noon Ave.	Unit 101	YES
		Unit 102	YES
8788		Unit 103	YES
	Tom Noon Ave.	Unit 101	YES
		Unit 102	YES
8797		Unit 103	YES
	Tom Noon Ave.	Unit 101	YES
		Unit 102	
8798		Unit 103	
	Tom Noon Ave.	Unit 101	
		Unit 102	YES
8807		Unit 103	YES
	Tom Noon Ave.	Unit 101	YES
		Unit 102	YES
8808		Unit 103	YES
	Tom Noon Ave.	Unit 101	
		Unit 102	
8817		Unit 103	YES
	Tom Noon Ave.	Unit 101	
		Unit 102	
8818		Unit 103	YES

8628	Tom Noon Ave.	Unit 101	
		Unit 102	YES
		Unit 103	YES
8618	Tom Noon Ave.	Unit 101	
		Unit 102	YES
		Unit 103	
8628	Tom Noon Ave.	Unit 101	
		Unit 102	YES
		Unit 103	YES
8637	Tom Noon Ave.	Unit 101	
		Unit 102	YES
		Unit 103	
8638	Tom Noon Ave.	Unit 101	YES
		Unit 102	YES
		Unit 103	
8644	Traveling Breeze Ave.	Unit 101	YES
		Unit 102	YES
		Unit 103	YES
8645	Traveling Breeze Ave.	Unit 101	YES
		Unit 102	
		Unit 103	
8650	Traveling Breeze Ave.	Unit 101	YES
		Unit 102	YES
		Unit 103	YES
8655	Traveling Breeze Ave.	Unit 101	YES
		Unit 102	YES
		Unit 103	
8664	Traveling Breeze Ave.	Unit 101	YES
		Unit 102	YES
		Unit 103	YES
8665	Traveling Breeze Ave.	Unit 101	YES
		Unit 102	YES
		Unit 103	
8674	Traveling Breeze Ave.	Unit 101	
		Unit 102	YES
		Unit 103	
8675	Traveling Breeze Ave.	Unit 101	YES
		Unit 102	YES
		Unit 103	YES
8684	Traveling Breeze Ave.	Unit 101	YES
		Unit 102	YES
		Unit 103	
8685	Traveling Breeze Ave.	Unit 101	YES
		Unit 101	
		Unit 102	YES
8685	Traveling Breeze Ave.	Unit 102	YES
		Unit 103	
		Unit 103	
8694	Traveling Breeze Ave.	Unit 101	
		Unit 102	YES
		Unit 103	YES
8695	Traveling Breeze Ave.	Unit 101	YES
		Unit 102	
		Unit 103	
	Traveling Breeze Ave.	Unit 101	YES

8715		Unit 102	
		Unit 103	YES
8724	Traveling Breeze Ave.	Unit 101	YES
		Unit 102	YES
8725	Traveling Breeze Ave.	Unit 103	
		Unit 101	
8734	Traveling Breeze Ave.	Unit 102	YES
		Unit 103	
8735	Traveling Breeze Ave.	Unit 101	
		Unit 102	YES
8744	Traveling Breeze Ave.	Unit 103	YES
		Unit 101	
8745	Traveling Breeze Ave.	Unit 102	
		Unit 103	YES
8754	Traveling Breeze Ave.	Unit 101	YES
		Unit 102	YES
8755	Traveling Breeze Ave.	Unit 103	YES
		Unit 101	
8764	Traveling Breeze Ave.	Unit 102	YES
		Unit 103	YES
8765	Traveling Breeze Ave.	Unit 101	YES
		Unit 102	
8775	Traveling Breeze Ave.	Unit 103	YES
		Unit 101	
8784	Traveling Breeze Ave.	Unit 102	
		Unit 103	
8785	Traveling Breeze Ave.	Unit 101	YES
		Unit 102	
8794	Traveling Breeze Ave.	Unit 103	YES
		Unit 101	YES
8795	Traveling Breeze Ave.	Unit 102	YES
		Unit 103	
8804	Traveling Breeze Ave.	Unit 101	YES
		Unit 102	YES
8805	Traveling Breeze Ave.	Unit 103	YES
		Unit 101	
	Traveling Breeze Ave.	Unit 102	YES

8810		Unit 103	YES
	Traveling Breeze Ave.	Unit 101	YES
		Unit 102	YES
8815		Unit 103	
	Traveling Breeze Ave.	Unit 101	YES
		Unit 102	
8824		Unit 103	
	Traveling Breeze Ave.	Unit 101	YES
		Unit 102	YES
8825		Unit 103	
	Traveling Breeze Ave.	Unit 101	YES
		Unit 102	
8835		Unit 103	YES

Exhibit 7

TOMNITZ AVENUE

TOMNITZ AVENUE

ALLEY

ALLEY

ARLINGTON RANCH BLVD.

THUNDER SKY DRIVE

BLOWING BAIN STREET

TOM NOON AVENUE

TOM NOON AVENUE

HORIZON WIND AVENUE

HORIZON WIND AVENUE

TRAVELING BREEZE AVENUE

TRAVELING BREEZE AVENUE

W-RICHMAR AVENUE

NORTH

Exhibit 8

1
2 **ORDR**

3
4 **DISTRICT COURT**
5 **CLARK COUNTY, NEVADA**

6 **VIEW OF BLACK MOUNTAIN**
7 **HOMEOWNERS ASSOCIATION, INC., a**
8 **Nevada non-profit corporation,**

9 **Plaintiffs,**

10 **Vs.**

11 **THE AMERICAN BLACK MOUNTAIN**
12 **LIMITED PARTNERSHIP, an Illinois**
13 **limited partnership; TOWNHOUSE**
14 **VISTA, INC., a Nevada corporation;**
15 **AMBLAMO, LLC, a Nevada limited**
16 **liability company; BEAZER HOMES**
17 **HOLDING CORP., a Delaware**
18 **corporation; and DOES 1 through 100,**
19 **inclusive,**

20 **Defendants.**

21 **BEAZER HOMES HOLDING CORP., a**
22 **Delaware corporation,**

23 **Cross-Claimant,**

24 **Vs.**

25 **AMBLAMO, LLC, a Nevada limited**
26 **liability company,**

27 **Cross-Defendant.**

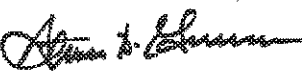
28 **BEAZER HOMES HOLDING CORP.,**

Third-Party Plaintiff,

Vs.

AMERICAN ASPHALT & GRADING
COMPANY, a Nevada corporation;
ATRIUM DOOR & WINDOW
COMPANY OF ARIZONA, a foreign
corporation; BRADLEY WINDOW
CORPORATION, a Nevada corporation;
CARPETS N MORE, LLC, a Nevada
limited liability company; CEDCO, INC., a
Nevada corporation; CUSTOM
ORNAMENTAL IRON, INC., a Nevada

Case No. A-09-590266-D Electronically Filed
Dept. No. XXII 06/07/2010 03:48:42 PM



CLERK OF THE COURT

Electronic Filing Case

ORDER

RECEIVED

JUN 07 2010

CLERK OF THE COURT


SUSAN H. JOHNSON
DISTRICT JUDGE

DEPARTMENT TWENTY TWO
LAS VEGAS, NEVADA 89155

1 corporation; DESERT PLASTERING,
2 LLC, a Nevada limited liability company,
3 DIAMOND CONCRETE CUTTING, LLC,
4 a Nevada limited liability company; DIRT
5 MAN, INC., a Nevada corporation;
6 FRADELLA IRON WORKS, INC., a
7 Nevada corporation; FRAMECON
8 INCORPORATED, a Nevada corporation;
9 GUY EVANS, INC., a foreign corporation;
10 HOUSTON STAFFORD ELECTRICAL
11 CONTRACTORS LIMITED
12 PARTNERSHIP, a foreign limited
13 partnership; K. BEECH ENTERPRISES,
14 an unknown entity; LAS VEGAS
15 PIPELINE, LLC, a Nevada limited liability
16 company; M&M CONSTRUCTION, INC.,
17 a Nevada corporation; METRIC
18 ROOFING OF NEVADA, INC., a Nevada
19 corporation; MOON-SUN LANDSCAPES,
20 LLC, a Nevada limited liability company;
21 NEW CREATION MASONRY, INC., a
22 Nevada corporation; PARSON BROS.
23 ROCKERIES, INC., a foreign corporation;
24 RESEARCH MANAGEMENT CORP. dba
25 SAGE CONSTRUCTION, INC., a Nevada
26 corporation; RYSTIN CONSTRUCTION,
27 INC., a Nevada corporation;
28 SOUTHWEST IRON WORKS, LLC, a
Nevada limited liability company;
SUNWORLD LANDSCAPE, INC., a
Nevada limited liability company; TERRA
CONTRACTING, INC., a Nevada
corporation; WESTCOR
CONSTRUCTION, a Nevada corporation;
WESTERN STATES CONTRACTING,
INC., a Nevada corporation; and ROES 1
through 101, inclusive,

Third-Party Defendants.

ORDER

This matter, concerning Plaintiff VIEW OF BLACK MOUNTAIN
HOMEOWNERS ASSOCIATION, INC.'S Motion for Declaratory Relief Re:
Representative Action Analysis filed February 16, 2010, came on for hearing on
the 30th day of March 2010 at the hour of 8:30 a.m. before Department XXII of
the Eighth Judicial District Court, in and for Clark County, Nevada, with JUDGE
SUSAN H. JOHNSON presiding; Plaintiff VIEW OF BLACK MOUNTAIN

SUSAN H. JOHNSON
DISTRICT JUDGE

DEPARTMENT TWENTY TWO
LAS VEGAS, NEVADA 89155

1 HOMEOWNERS ASSOCIATION, INC. appeared by and through its attorneys,
2 BRUCE MAYFIELD, ESQ. and DANIEL H. CLIFFORD, ESQ. of the law firm,
3 FEINBERG GRANT MAYFIELD KANEDA & LITT; Defendant/Cross-
4 Claimant/Third-Party Plaintiff BEAZER HOMES HOLDING CORPORATION
5 appeared by and through its attorneys, IAN P. GILLAN, ESQ. and ANDREW C.
6 GREEN, ESQ. of the law firm, KOELLER NEBEKER CARSON & HALUCK;
7 and Third-Party Defendant SUNWORLD LANDSCAPE, INC. appeared by and
8 through its attorney, BRAD R. KOHLER, II, ESQ. of the law firm, THAGARD
9 REISS & BROWN. Having reviewed the papers and pleadings on file herein,
10 heard oral arguments of the parties and taken this matter under advisement, this
11 Court makes the following Findings of Fact and Conclusions of Law:
12

13
14 FINDINGS OF FACT

15 1. Plaintiff VIEW OF BLACK MOUNTAIN HOMEOWNERS
16 ASSOCIATION, INC. is the governing body of a 262-unit duplex townhouse
17 planned development/common-interest community created pursuant to NRS
18 Chapter 116, and located within Las Vegas, Clark County, Nevada. The
19 community consists of townhouse units owned by the Association's members, as
20 well as common elements owned by Plaintiff over which the homeowners have
21 easements and enjoyment.
22

23 2. The community was developed by several entities as a result of the
24 default by the original developer, Defendant THE AMERICAN BLACK
25 MOUNTAIN LIMITED PARTNERSHIP. This Defendant initially acquired the
26 30-acre parcel, which comprises of Units 1, 2 and 3 from one of its partners,
27
28

SUSAN H. JOHNSON
DISTRICT JUDGE

DEPARTMENT TWENTY TWO
LAS VEGAS, NEVADA 89155

1
2 AMERICAN COMMUNITIES, LLC in 1997. Defendant AMBLAMO, LLC
3 purchased 62 parcels in Unit 1, and all parcels in Units 2 and 3 at a trustee sale,
4 and recorded its purchase on or about April 17, 2001. Defendants AMBLAMO,
5 LLC and BEAZER HOMES HOLDING CORP. jointly developed the parcels in
6 Units 1 and 2. In January 2003, Defendant AMBLAMO, LLC sold the parcels in
7 Unit 3 to Defendant BEAZER HOMES HOLDING CORP. This Defendant, in
8 turn, completed construction and sold the remainder of the units in the
9 development.
10

11 3. The subject property consists of 131 buildings, each building of
12 which contains two (2) units, for a total of 262 homes. The instant action
13 involves claims for damages arising out of constructional defects within the
14 building envelopes in which Plaintiff has no ownership interest. Within its
15 Motion, Plaintiff defines "building envelope" as including the exterior walls, wall
16 openings and the roof. Plaintiff's claims do not include deficiencies within the
17 interior of the buildings, except to rectify constructional defects within the
18 "building envelopes."
19

20 4. Plaintiff moves this Court for declaratory relief, and adjudge
21 whether it has standing to sue on behalf of its members or homeowners and make
22 claims for constructional defects to the "building envelopes" or structure exteriors
23 in light of the Nevada Supreme Court's recent decision, D.R. Horton v. Eighth
24 Judicial District Court, 125 Nev. ____, 215 P.3d 697 (2009).¹
25

26 ...

27 ...

28 ¹This decision has also been dubbed by the courts and attorneys as "*First Light II*."

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CONCLUSIONS OF LAW

1. NRS 116.3102 addresses the powers of a unit owners association, which includes whether it has standing to sue or be sued. It provides in pertinent part:

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

...

(d) Institute, defend or intervene in litigation or administrative proceedings in its own name *on behalf of itself or two or more units' owners on matters affecting the common-interest community.* (Emphasis added)

2. 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.

3. While Plaintiff has moved the Court to adjudge its standing, or power to litigate on behalf of its members, issues relating to constructional defects to the building exteriors in light of the 2009 D.R. Horton decision, this Court concludes, as set forth in more detail below, the issues and facts of this case are

1
2 distinguishable from those addressed in D.R. Horton, whereby no class action
3 analysis under NRCP 23 need be undertaken.

4 4. In D.R. Horton, 125 Nev. ____, 215 P.2d 697, the Nevada
5 Supreme Court was petitioned for extraordinary writ relief, and asked to resolve
6 whether a homeowner's association had standing to pursue constructional defect
7 claims on behalf of its members with respect to alleged defects *within or inside*
8 individual units located in a common-interest community. Because the provisions
9 of NRS Chapter 116, among other sources, demonstrated a common-interest
10 community included individual units, the high court concluded that, under NRS
11 116.3102(1)(d), a homeowner's association had standing to file a representative
12 action on behalf of its members for constructional defects within the individual
13 units of the common-interest community. However, because such actions are
14 filed by a homeowners' association in a representative capacity for individual
15 units, the Nevada Supreme Court held the claims must be analyzed according to
16 class action principles set forth in NRCP 23 and Shuette v. Beazer Homes
17 Holding Corp., 121 Nev. 837, 854-857, 124 P.3d 530, 542-544 (2005).
18

19
20 5. In this case, Plaintiff does not seek to litigate, on behalf of its
21 members or homeowners, issues relating to constructional defects located within
22 the interiors of any of the 262 individual units. To the contrary, it specifically
23 seeks to represent its members in an action dealing with defects located on or in
24 the exterior walls, wall openings and the roofs of the structures for which the unit
25 owners typically would be held responsible.² To wit, the facts and issues of this
26

27
28 ²See Section 5.3 of Article 5, "Maintenance and Repair of Common Elements and Units,"
attached as Exhibit 1 to Plaintiff's Motion.

1 case are distinguishable from those raised in D.R. Horton where the homeowner's
2 association sought to represent its owners or members for a sundry of
3 constructional defects located within the interiors of each of the development's
4 units.
5

6 6. To conclude a homeowner's association must adhere and meet all
7 the prerequisites of NRCP 23, before it may litigate on behalf of unit owners on
8 matters affecting the common-interest community, would be contrary to the
9 legislative intention set forth in NRS 116.3102(1)(d). Indeed, the Nevada
10 Legislature clearly set forth within this statute the homeowner's association may
11 institute, defend or intervene in litigation in its own name on behalf of a minimum
12 of *two* unit owners. "Two," however, is a number or figure that would never meet
13 the "numerosity" requirement of NRCP 23. See Cummings v. Charter Hospital,
14 111 Nev. 639, 643, 896 P.2d 1137, 1140 (1995) (concluding a class of three or
15 four plaintiffs is insufficiently numerous to justify certification of a class action).
16 Thus, requiring a homeowner's association to meet all the prerequisites of NRCP
17 23 before it can litigate, on behalf of its members, constructional defects affecting
18 the common-interest community such as those upon or within exterior walls, wall
19 openings and roofs, would nullify NRS 116.3102(1)(d).
20
21

22 Accordingly, based upon the foregoing Findings of Fact and Conclusions
23 of Law,
24

25 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that
26 Plaintiff VIEW OF BLACK MOUNTAIN HOMEOWNERS ASSOCIATION,
27
28

1 INC.'S Motion for Declaratory Relief Re: Representative Action Analysis filed
2
3 February 16, 2010 is granted in part, modified in part, as set forth below;

4 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that
5 Plaintiff VIEW OF BLACK MOUNTAIN HOMEOWNERS ASSOCIATION
6 may "institute, defend or intervene in litigation or administrative proceedings in
7 its own name on behalf of itself or two or more units' owners on matters affecting
8 the common-interest community," including, as set forth in this case,
9 constructional defects affecting the 131 "building envelopes," or exterior walls,
10 wall openings and roofs. See NRS 116.3102(1)(d).
11

12 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that as
13 Plaintiff VIEW OF BLACK MOUNTAIN HOMEOWNERS ASSOCIATION
14 seeks to litigate, on behalf of two or more units' owners, on matters affecting the
15 common-interest community, it is not required to meet the prerequisites of NRCP
16 23.
17

18 DATED this 7th day of June 2010.

19
20 
21 SUSAN H. JOHNSON, DISTRICT COURT JUDGE
22
23
24
25
26
27
28

SUSAN H. JOHNSON
DISTRICT JUDGE

DEPARTMENT TWENTY TWO
LAS VEGAS, NEVADA 89155

Exhibit 9

RECORDED AT THE REQUEST OF

UNITED TITLE OF NEVADA

03-25-2004 08:10 BTX

BOOK/INSTR: 20040325-00427
RESTRICTIONS

PAGE COUNT: 93

FEE: 106.00
RPTT: .00

APN: ptn. of 176-20-701-001

WHEN RECORDED, RETURN TO:

WILBUR M. ROADHOUSE, ESQ.
Goold Patterson Ales Roadhouse & Day
4496 South Pecos Road
Las Vegas, Nevada 89121
(702) 436-2600

RECEIPT/CONF. COPY - HAS NOT BEEN COMPARED TO THE ORIGINAL

(Space Above Line for Recorder's Use Only)

**SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS & RESTRICTIONS
AND RESERVATION OF EASEMENTS
FOR
HIGH NOON AT ARLINGTON RANCH**

(a Nevada Residential Common-Interest Planned Community)
CLARK COUNTY, NEVADA

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**SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS & RESTRICTIONS
AND RESERVATION OF EASEMENTS
FOR
HIGH NOON AT ARLINGTON RANCH**

THIS SUPPLEMENTAL DECLARATION ("Declaration"), made as of the 22 day of March, 2004, by D. R. HORTON, INC., a Delaware corporation ("Declarant");

WITNESSETH:

WHEREAS:

A. Declarant owns certain real property located in Clark County, Nevada, on which Declarant intends to subdivide, develop, construct, market and sell a residential triplex townhome common-interest planned community, to be known as "HIGH NOON AT ARLINGTON RANCH" ("High Noon"); and

B. A portion of said property, as more particularly described in Exhibit "A" hereto, shall constitute the property initially covered by this Declaration ("Original Property"); and

C. Declarant intends that, upon Recordation of this Declaration, the Original Property shall be a Nevada Common-Interest Community, as defined in NRS § 116.021, and a Nevada Planned Community, as defined in NRS § 116.075 ("Community"); and

D. The name of the Community shall be HIGH NOON AT ARLINGTON RANCH, and the name of the Nevada nonprofit corporation organized in connection therewith shall be HIGH NOON AT ARLINGTON RANCH HOMEOWNERS ASSOCIATION ("Association"); and

E. Declarant further reserves the right from time to time to add all or any portions of certain other real property, from time to time described more particularly in Exhibit "B" attached hereto ("Annexable Area");

F. The total maximum number of Units that may (but need not) be created in the Community is not to exceed three hundred forty-two (342) aggregate Units ("Units That May Be Created"); and

G. The Original Property and, following annexation from time to time, in Declarant's sole discretion, any and all Annexed Property, shall comprise the "Properties"; and

H. Declarant intends to develop and convey the Properties pursuant to a general plan and subject to certain protective covenants, conditions, restrictions, rights, reservations, easements, equitable servitudes, liens and charges; and

I. In addition to this Declaration, the Properties are subject to: (i) the Recorded Declaration of Covenants, Conditions & Restrictions and Reservation of Easements ("LMA Declaration") for ARLINGTON RANCH Landscape Maintenance Association ("LMA Association"), and (ii) the Recorded Master Declaration ("Master Declaration") for ARLINGTON RANCH NORTH Master Association ("Master Declaration") as said declarations from time to time respectively may be amended and/or restated; and

J. The Master Declaration provides that Supplemental Declarations may be recorded which affect the Districts within the Project (as such terms are defined in the Master Declaration), and that Sub-Associations may be established for the purpose of managing and administering said Districts; and

K. Declarant desires that the Properties be subject to further covenants, conditions and restrictions and reservations of easements, in addition to those set forth in the Master Declaration (taking into account certain unique aspects of the Properties), and that the Association be established (as a Sub-Association under the Master Declaration) for the purpose of assessing, managing and administering High Noon at ARLINGTON RANCH; and

L. Declarant has deemed it desirable, for the efficient preservation of the value and amenities of the Properties pursuant to the provisions of this Declaration, to organize the Association, to which shall be delegated and assigned the powers of owning, maintaining and administering the Common Elements (as defined herein), administering and enforcing the covenants and restrictions, and collecting and disbursing the Assessments and charges hereinafter created. Declarant will cause, or has caused, the Association to be formed for the purpose of exercising such functions; and

M. This Declaration is intended to set forth a dynamic and flexible plan for governance of the Community, and for the overall development, administration, maintenance and preservation of a unique residential community, in which the Owners enjoy a quality life style as "good neighbors";

NOW, THEREFORE, Declarant hereby declares that all of the Original Property, and, from the date(s) of respective annexation, all Annexed Property (collectively, "Properties") shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the provisions of this Declaration and to the following protective covenants, conditions, restrictions, reservations, easements, equitable servitudes, liens and charges, all of which are for the purpose of uniformly enhancing and protecting the value, attractiveness and desirability of the Properties, in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale and lease of the Properties or any portion thereof. The covenants, conditions, restrictions, reservations, easements, and equitable servitudes set forth in this Declaration shall run with and burden the Properties and shall be binding upon all Persons having or acquiring any right, title or interest in the Properties, or any part thereof, and their heirs, successors and assigns; shall inure to the benefit of every portion of the Properties and any interest therein; and shall inure to the benefit of and be binding upon, and may be enforced by, Declarant, the Association, each Owner and their respective heirs, executors and administrators, and successive owners and assigns. All Units within this Community shall be used, improved and limited exclusively to single Family residential use.

ARTICLE 1 **DEFINITIONS**

Section 1.1 "Act" shall mean Nevada's Uniform Common Interest Ownership Act, set forth in Chapter 116 of Nevada Revised Statutes, as the same may be amended from time to time. Except as otherwise indicated, capitalized terms herein shall have the same meanings ascribed to such terms in the Act.

Section 1.2 "Allocated Interests" shall mean the following interests allocated to each Unit: a non-exclusive easement of enjoyment of all Common Elements in the Properties; allocation of Exclusive Use Areas, if any, pursuant to the Plat and as set forth herein; liability for Assessments pro-rata for Common Expenses in the Properties (in addition to any Special Assessments as set forth

herein); and membership and one vote in the Association, per Unit owned, which membership and vote shall be appurtenant to the Unit.

Section 1.3 "Annexable Area" shall mean all or any portion of that real property described in Exhibit "B" attached hereto and incorporated by this reference herein, all or any portion of which real property may from time to time be made subject to this Declaration pursuant to the provisions of Article 15 hereof. At no time shall any portion of the Annexable Area be deemed to be a part of the Community or a part of the Properties until such portion of the Annexable Area has been duly annexed hereto pursuant to Article 15 hereof.

Section 1.4 "Annexed Property" shall mean any and all portion(s) of the Annexable Area from time to time added to the Properties covered by this Declaration, by Recordation of Annexation Amendment(s) pursuant to Article 15 hereof.

Section 1.5 "ARC" shall mean the Architectural Review Committee created pursuant to Article 8 hereof.

Section 1.6 "Articles" shall mean the Articles of Incorporation of the Association as filed or to be filed in the Office of the Nevada Secretary of State, as such Articles may be amended from time to time.

Section 1.7 "Assessments" shall refer collectively to Annual Assessments, and any applicable Capital Assessments and Special Assessments.

Section 1.8 "Assessment, Annual" shall mean the annual or supplemental charge against each Owner and his or her Unit, representing a portion of the Common Expenses, which are to be paid in equal periodic (monthly, quarterly, or annually as determined from time to time by the Board) installments commencing on the Assessment Commencement Date, by each Owner to the Association in the manner and at the times and proportions provided herein.

Section 1.9 "Assessment, Capital" shall mean a charge against each Owner and his or her Unit, representing a portion of the costs to the Association for installation, construction, or reconstruction of any improvements on any portion of the Common Elements which the Association may from time to time authorize, pursuant to the provisions of this Declaration. Such charge shall be levied among all Owners and their Units in the same proportion as Annual Assessments.

Section 1.10 "Assessment, Special" shall mean a charge against a particular Owner and his or her Unit, directly attributable to, or reimbursable by that Owner, equal to the cost incurred by the Association for corrective action performed pursuant to the provisions of this Declaration, or a reasonable fine or penalty assessed by the Association, plus interest and other charges on such Special Assessments as provided for herein.

Section 1.11 "Assessment Commencement Date" shall mean that date, pursuant to Section 6.7 hereof, duly established by the Board, on which Annual Assessments shall commence.

Section 1.12 "Association" shall mean HIGH NOON AT ARLINGTON RANCH HOMEOWNERS ASSOCIATION, a Nevada non-profit corporation, and its successors and assigns. The Association shall be a "Sub-Association" as such term is defined in the Master Declaration.

Section 1.13 "Association Funds" shall mean the accounts created for receipts and disbursements of the Association pursuant to Article 6 hereof.

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.

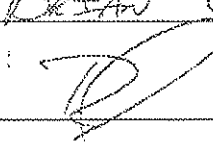
G. It is understood that nothing in this Assignment shall be construed to obligate THE ASSOCIATION, in any way to undertake or pay for any particular repairs to any individual unit.

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: 6/15/10

Print Name(s) BRIAN GARDEN

Signature(s) 

Unit Address 8658 TOM NOON AVE. #101

CLARK COUNTY, NV 89178

Telephone # (702) 521-4166

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.

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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:

8/28/2010

Print Name(s)

Raymond R. Gales

Signature(s)

Raymond R. Gales

Unit Address

8760 Horizon Wind Ave, Unit 101 LV, NV

Telephone #

661 3197835

NANCY QUEEN

HIGH NOON AT ARLINGTON RANCH
ASSIGNMENT OF CAUSES OF ACTION

RECEIVED
MAY - 6 2010

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

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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: 5/4/2010

Print Name(s) MIKE GARDNER / SUE ANN MORELAND

Signature(s)

Mike Gardner / Sue Ann Moreland

Unit Address 8608 TOM NOON AVE #103

LAS VEGAS NV

000354

**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.

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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: 21 June 2010

Print Name(s) Amanda Gardner

Signature(s) [Signature]

Unit Address 2694 Traveling Breeze Ave #102

Las Vegas NV 89178

2nd ready

**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.

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Dated: MARCH 14, 2010 Print Name(s) THOMAS A. GIBSON

Signature(s) Thomas A. Gibson

Unit Address 8777 TOM NOON #103, LV, NV 89178

**HIGH NOON AT ARLINGTON RANCH
ASSIGNMENT OF CAUSES OF ACTION**

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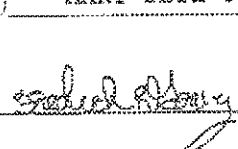
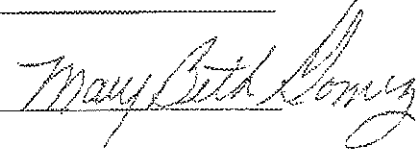
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Dated: 3/11/10

FREDRICK R. GOMEZ
Print Name(s) MARY BETH GOMEZ

Signature(s)  

Unit Address 9450 THUNDER SKY STREET, UNIT 102

LAS VEGAS, NV 89178

000357

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Dated: 6/9/10

Print Name(s) ROBERT GRASSO

Signature(s) Robert Grasso

Unit Address 8794 TRAVELING BREEZE #101 L.V.

Telephone # 781-942-1771

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Dated: 5/25/2010

Print Name(s) James Gustaw

Signature(s) James Gustaw

Unit Address 8175 Traveling Breeze Ave #103

Telephone # 702-485-3254

cell 702-781-3363

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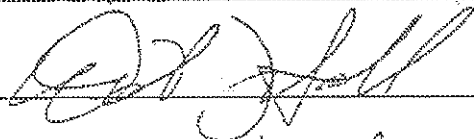
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Dated: 3/9/2010

Print Name(s) DAVID J. Hall

Signature(s) 

Unit Address 8808 Tem Noon Ave, #101, Las Vegas, NV

89198

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Dated: 7/30/10

Print Name(s) Jameson Hamilton

Signature(s) J. Hamilton

Unit Address #102 8739 Horizon Wind Ave

Telephone # 1019-405-9895

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ASSIGNMENT OF CAUSES OF ACTION**

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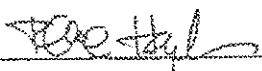
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Dated: 8/18/10

Print Name(s) Renee Hapka

Signature(s) 

Unit Address 8788 Tom Noon Ave #103
Las Vegas, Nevada 89178

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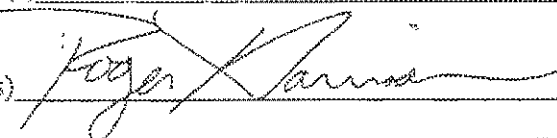
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Dated: 6-6-10

Print Name(s) ROGER HARRISON

Signature(s) 

Unit Address 8570 HORIZON WIND AVE, UNIT 103

Telephone # (702) 436-9889

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Dated: 8/6/10

Print Name(s) Wayne Hatard

Signature(s) [Signature]

Unit Address 8745 Traveling Bear #103

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Dated: _____

Print Name(s) CHARLES HAYFORD

Signature(s) _____

Unit Address _____

Telephone # _____

8644 TRAVELING BREEZ #103

LAS VEGAS NV 89128

213-445-4240

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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: 8/20/10

Print Name(s) Hillary Hetzel

Signature(s) Hillary Hetzel

Unit Address

8695 Traveling Breeze Ave #101
Las Vegas NV 89178

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: 6/1/10

Print Name(s) Amelia Hoban

Signature(s) [Signature]

Unit Address 8797 Tom Noon Ave #102 W, NV

Telephone # 630-265-7683

**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.

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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.

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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: 6-19-10

Print Name(s) Sheryl L. Hodges

Signature(s) Sheryl L. Hodges

Unit Address 163

**HIGH NOON AT ARLINGTON RANCH
ASSIGNMENT OF CAUSES OF ACTION**

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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.

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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: 3-11-10

Print Name(s) KATHLEEN HOVIAUS

Signature(s) Kathleen Hoviaus

Unit Address #5 8759 Horizon Wind #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.

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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.

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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: 3/13/10

Print Name(s) Julie Jackel

Signature(s) Julie Jackel

Unit Address 8808 Tom Noon #182

**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.

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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: 3/9/2010

Print Name(s) Janicem Jones

Signature(s) Janicem Jones

Unit Address #103, LV, NV 89178

8760 Horizon Wind Ave.

**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.

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

NOW, THEREFORE, and in exchange for valuable consideration,

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

Dated: 3/8/2010

Print Name(s) _____

John Irving
8757 Tom Noon Avenue, No. 101
Las Vegas, Nevada 89178-7787

Signature(s) _____

Unit Address _____

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.

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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.

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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: 6/2/10

Print Name(s) Darin Kears

Signature(s) [Signature]

Unit Address 8680 Horizon Wind Ave #102
LV, NV 89178

Telephone # 702-510-5461

B

000373

**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. AS42616. D.R. Horton has refused to repair the defects.

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Dated: 6/14/10

Print Name(s) Korn Korn

Signature(s) [Signature]

Unit Address 8628 TOM NOW #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.

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Dated: 3/9/10

Print Name(s) Elizabeth Kennedy

Signature(s) [Signature]

Unit Address 5164 Traveling Broeze Ave #103

**HIGH NOON AT ARLINGTON RANCH
ASSIGNMENT OF CAUSES OF ACTION**

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A. Significant defects have been discovered in the individual units at the High Noon At Arlington Ranch townhomes.

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Dated: 6/8/10

Print Name(s) Lucas Kobes

Signature(s) Lucas Kobes

Unit Address 8798 TOM NOON AVE #101

Telephone # 702-370-9740

**HIGH NOON AT ARLINGTON RANCH
ASSIGNMENT OF CAUSES OF ACTION**

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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: 8/19/10

Print Name(s) MICHAEL KRUPANSKI / Edwin Martz

Signature(s) Michael Krupanski / Edwin Martz

Unit Address 8737 TOMMYDON #103
LV, NV 89178

**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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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: 6/23/10

Print Name(s) Jennifer Kuk

Signature(s) Jennifer Kuk

Unit Address 8765 Traveling Breeze #103

**HIGH NOON AT ARLINGTON RANCH
ASSIGNMENT OF CAUSES OF ACTION**

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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. AS42616. 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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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.

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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: 3/6/201

Print Name(s) Joyce Lane

Signature(s) Joyce Lane

Unit Address 9440 Thunder Sky St #702 LUNO.89178

**HIGH NOON AT ARLINGTON RANCH
ASSIGNMENT OF CAUSES OF ACTION**

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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.

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Dated: 5-30-10

Print Name(s) Jay & Karina Langill

Signature(s) Jay & Karina Langill

Unit Address 8648 Sun Run Ave #103

Telephone # 702 401 0225

**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.

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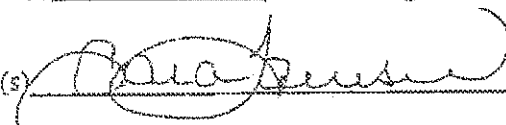
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HOMEOWNER hereby assigns to THE ASSOCIATION all of the claims and causes of action that HOMEOWNER possesses against D.R. Horton, Inc., and any and all of the designers, contractors, subcontractors and material suppliers that participated in any way 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: 7/17/10

Print Name(s) Cara Laurson

Signature(s) 

Unit Address 81617 Tom Noon 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.

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Dated: 8-19-10

Print Name(s) Louis He

Signature(s) [Signature]

Unit Address 8650 Horizon Wind Ave #102
Las Vegas, NV 89178

**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.

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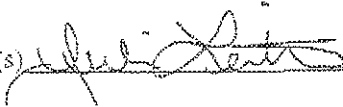
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HOMEOWNER hereby assigns to THE ASSOCIATION all of the claims and causes of action that HOMEOWNER possesses against D.R. Horton, Inc., and any and all of the designers, contractors, subcontractors and material suppliers that participated in any way 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: 8-24-10

Print Name(s) Juliana Leite

Signature(s) 

Unit Address 8650 Horizon Wind Ave. #101
Las Vegas, NV 89178

**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.

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Dated: _____

Print Name(s) Ravid Levy

Signature(s) Ravid Levy

Unit Address 8628 Tom Wolf Ave #102

Las Vegas, NV 89144

HIGH NOON AT ARLINGTON RANCH
ASSIGNMENT OF CAUSES OF ACTION

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RECITALS

A. Significant defects have been discovered in the individual units at the High Noon At Arlington Ranch townhomes.

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Dated: June 3, 2010

Print Name(s) GUSTAVO e Elizabeth Lopez

Signature(s) Gustavo Lopez Elizabeth Lopez

Unit Address 8790 Horizon Wind #103

Telephone # 619. 723. 4619

**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.

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Dated: 3/9/10

Print Name(s) Andrew & Heather Love

Signature(s) [Signature]

Unit Address 3644 Traveling Breeze #102
Las Vegas, NV 89178

HIGH NOON AT ARLINGTON RANCH
ASSIGNMENT OF CAUSES OF ACTION

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Dated: 5/28/2010

Print Name(s) David E. Lowe

Signature(s) David E. Lowe

Unit Address 8674 Traveling Breeze Ave. #1021

Telephone # 752-286-3970

**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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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.

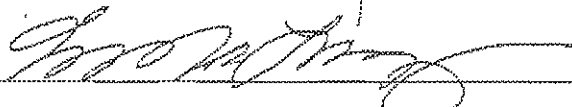
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Dated: 6/7/2010

Print Name(s) Trisha Luby

Signature(s) 

Unit Address 8657 Tom Mann Ave. Unit 101

Telephone # (702) 463-3869

HIGH NOON AT ARLINGTON RANCH
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Dated: 8-4-10

Print Name(s) YING YING MA

Signature(s) [Signature]

Unit Address 8947 HORIZON BLVD #103

Telephone # (702) 354-9728

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Dated: _____

Print Name(s) MEHRAD MALEKI

Signature(s) 

Unit Address 8740 Horizonwinds, #103

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Dated: 06/04/2010

Print Name(s) CORNEL MANU

Signature(s) _____

Unit Address 8664 TRAVELING BREEZE AVE.

Telephone # 619 818 6461

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Dated: 6/11/10

Print Name(s) Elizabeth Marconi

Signature(s)

Elizabeth Marconi

Unit Address

8824 Traveling Sage Ave #101, LV, NV 89178

Telephone #

(702) 561-7580

**HIGH NOON AT ARLINGTON RANCH
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Dated: 3/8/2010 Print Name(s) Diane Markham
Steven L. Markham
diane markham
Signature(s) Steven L. Markham

Unit Address 8689 Horizon Wind Ave #103
Las Vegas, NV 89178

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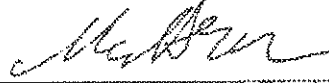
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Dated: 08/19/10

Print Name(s) Armen Martirosyan

Signature(s) 

Unit Address 8675 Traveling Beech #102

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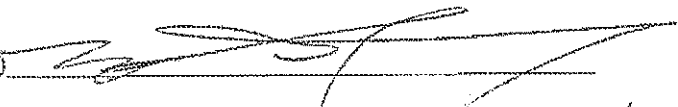
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Dated: 8-20-10

Print Name(s) Michael Mauck

Signature(s) 

Unit Address 8805 Travelling Breeze # 101
Las Vegas NV ~~89178~~ 89178

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Dated: 3/11/10

Print Name(s) PAULA MAYNE

Signature(s) Paula Mayne

Unit Address 9450 THUNDER SKY ST, #101

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Dated: 5/12/10

Print Name(s) ROGER D. McCULLY

Signature(s) Roger D. McCully

Unit Address 8744 TRAVLIN BREEZE #103

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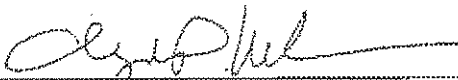
G. It is understood that nothing in this Assignment shall be construed to obligate THE ASSOCIATION, in any way to undertake or pay for any particular repairs to any individual unit.

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 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: 3/5/10

Print Name(s) CLYDE P. MILLMAN

Signature(s) 

Unit Address 8870 Horizon Wino # 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.

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Dated: 8/25/10

Print Name(s) LISA CALLAHAN, MNGR Miska LLC

Signature(s) Lisa Callahan

Unit Address 8788 Tam Nara Unit 701

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000399

HIGH NOON AT ARLINGTON RANCH
ASSIGNMENT OF CAUSES OF ACTION

RECEIVED
MAY - 7 2010

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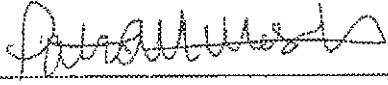
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Dated: 5/29/10

Print Name(s) Patricia Mittelstadt

Signature(s) 

Unit Address 8645 Traveling Breeze Arc #101

**HIGH NOON AT ARLINGTON RANCH
ASSIGNMENT OF CAUSES OF ACTION**

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Dated: 5-29-10

Print Name(s) Ernesto Morales

Signature(s) [Signature]

Unit Address 8738 Tom Noon Ave. #102

Las Vegas, NV 89178

Telephone # 702 651-9231

**HIGH NOON AT ARLINGTON RANCH
ASSIGNMENT OF CAUSES OF ACTION**

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Dated: 3-15-10

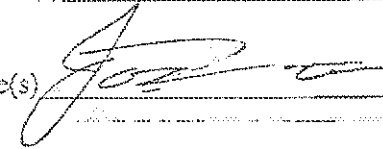
Print Name(s) JOHN MORAN

Mailing ADDRESS

8515 WINSTON ST.

LENDERSON NV 89052

702-270-2851

Signature(s) 

Unit Address

9450 Thunder Sky ST.

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 ("HOMOWNER") in order to insure that the High Noon At Arlington Ranch Homeowners Association (hereafter "THE ASSOCIATION") has the power to recover the cost of repairing defects in the project.

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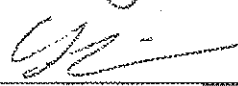
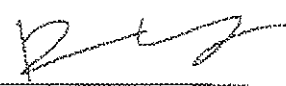
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Dated: 8/24/10

Print Name(s) Yihong Lin & Ruomei Wang

Signature(s)  

Unit Address 8744 Traveling Breeze #101

Telephone # 702-837-7898

HIGH NOON AT ARLINGTON RANCH
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Dated: 6-8-2010

Print Name(s) Debra K. Abbey

Signature(s) Debra K. Abbey

Unit Address 8797 Torn Noon Ave #101

Las Vegas, NV 89178
Telephone # 517 812 9118

**HIGH NOON AT ARLINGTON RANCH
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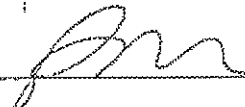
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Dated: 6/14/10

Print Name(s) PARIVASH AKHAVAN

Signature(s) 

Unit Address 8688 Tom Noon Ave # 102

P.S. Sorry I won't be able to attend the 2nd meeting.

HIGH NOON AT ARLINGTON RANCH
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Dated: 3-8-10

Print Name(s) ALFRED + ROXANNE AMATO

Signature(s)

Unit Address

8815 Traveling Breeze Ave
Unit 102

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Dated: _____

Print Name(s) William Anderson

Signature(s) _____

Unit Address 8715 TRAVELING Breeze 101

Telephone # 714 623-1650

**HIGH NOON AT ARLINGTON RANCH
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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: 8/24/10

Print Name(s) Ezequiel Aranda-Rivera

Signature(s) Ezequiel Aranda-Rivera

Unit Address 8715 Traveling breeze ave #103 L.V. N.V. 8717

Telephone # (702) 869-6964

**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.

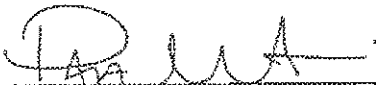
G. It is understood that nothing in this Assignment shall be construed to obligate THE ASSOCIATION, in any way to undertake or pay for any particular repairs to any individual unit.

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Dated: 6/30/10

Print Name(s) PAOLA Armeni Androvandi

Signature(s) 

Unit Address 8654 Traveling Breeze Ave #103
Las Vegas, NV 89178

**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.

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A. Significant defects have been discovered in the individual units at the High Noon At Arlington Ranch townhomes.

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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.

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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:

8/18/10

Print Name(s)

Celeste F Aupied

Signature(s)

Celeste Aupied

Unit Address

8794 Traveling Breeze - U102
LV NV 89178

**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.

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Dated: 6/12/10

Print Name(s)

Kathryn Mauer

Signature(s)

Kathryn Mauer

Unit Address

8628 Tom Novak Ave

Las Vegas, NV 89178
Unit 103

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. A342616. 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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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,

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Dated: JUNE 14/10

Print Name(s)

PAUL BANNERMAN

Signature(s)

Paul Bannerman

Unit Address

8804 TRAVELLING BEAR #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

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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: 6-12-12

Print Name(s) Zachary Bekoub

Signature(s) Zachary Bekoub

Unit Address 8659 Horizon Way Apt 102

Telephone # 702 375 6211

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.

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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,

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Dated: 3/11/2018

Print Name(s) Tiffany Byarnetel

Signature(s) Tiffany Byarnetel

Unit Address 8750 Horizon Wind Ave #103

**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.

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Dated: 10/17/10

Print Name(s)

BARBARA BOCKO

Signature(s)

Barbara Bocko

Unit Address

8810 HORIZON WIND #102

**HIGH NOON AT ARLINGTON RANCH
ASSIGNMENT OF CAUSES OF ACTION**

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RECITALS

A. Significant defects have been discovered in the individual units at the High Noon At Arlington Ranch townhomes.

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Dated: 8/7/10

Print Name(s) Robin Bonke

Signature(s) Robin Bonke

Unit Address 8764 Traveling Breeze #103

**HIGH NOON AT ARLINGTON RANCH
ASSIGNMENT OF CAUSES OF ACTION**

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Dated: 6/21/10

Print Name(s) KONRAD BROOCK

Signature(s) K. Broock

Unit Address 8789 Horizon Pkial Ave.
#102 Las Vegas, NV
89178

HIGH NOON AT ARLINGTON RANCH
ASSIGNMENT OF CAUSES OF ACTION

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Dated: 8/27/10

Print Name(s) Stefanie Burroughs

Signature(s) [Signature]

Unit Address 8769 Horizon Wind Ave. #103

Telephone # (702) 271-7539

**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.

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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.

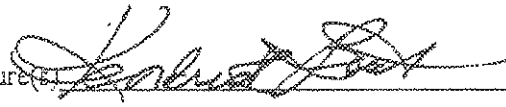
G. It is understood that nothing in this Assignment shall be construed to obligate THE ASSOCIATION, in any way to undertake or pay for any particular repairs to any individual unit.

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 5-27-10

Print Name(s) Kendrick Burt

Signature(s) 

Unit Address 8807 Tom Noon #102

Telephone # 702-499-1320

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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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: Aug. 04
2010

Print Name(s) Eric Butler Christine A. Butler

Signature(s) [Signature] [Signature]

Unit Address 8755 Traveling Creek Ave #103
Las Vegas, NV

**HIGH NOON AT ARLINGTON RANCH
ASSIGNMENT OF CAUSES OF ACTION**

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A. Significant defects have been discovered in the individual units at the High Noon At Arlington Ranch townhomes.

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Dated: 06/05/10

Print Name(s) Sam Carannante

Signature(s) [Signature]

Unit Address 8799 Horizon Wind Ave #101 Las Vegas NV 89178

Telephone # 702-493-7281

HIGH NOON AT ARLINGTON RANCH
ASSIGNMENT OF CAUSES OF ACTION

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A. Significant defects have been discovered in the individual units at the High Noon At Arlington Ranch townhomes.

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Dated: 03/10/10

Print Name(s) Roger A. Carney

Signature(s) Roger A. Carney

Unit Address 8629 Tom Noon # 101

**HIGH NOON AT ARLINGTON RANCH
ASSIGNMENT OF CAUSES OF ACTION**

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RECITALS

A. Significant defects have been discovered in the individual units at the High Noon At Arlington Ranch townhomes.

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Dated: 06/18/2010 Print Name(s) _____

Signature(s) _____

Unit Address _____

8675 Traveling Breeze Dr.

L.V., NV. 89178 #103

HIGH NOON AT ARLINGTON RANCH
ASSIGNMENT OF CAUSES OF ACTION

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Dated: 6-18-10

Print Name(s) Marcia Carreno

Signature(s) Marcia Carreno

Unit Address 8670 Horizon Wind Ave #102

Telephone # 451-9226

**HIGH NOON AT ARLINGTON RANCH
ASSIGNMENT OF CAUSES OF ACTION**

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Dated: 3/10/10

Print Name(s) RONALD J. CARROLL

Signature(s) Ronald J. Carroll

Unit Address 9490 Thunder Sky #103

**HIGH NOON AT ARLINGTON RANCH
ASSIGNMENT OF CAUSES OF ACTION**

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RECITALS

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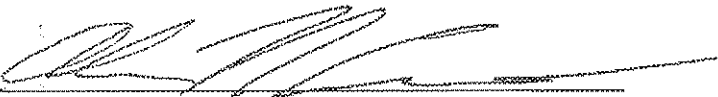
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Dated: 7-1-10

Print Name(s) Adam M Gaud

Signature(s) 

Unit Address 9430 Thunder Sky St #102

Telephone # (702) 401-7404

**HIGH NOON AT ARLINGTON RANCH
ASSIGNMENT OF CAUSES OF ACTION**

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Dated: 3-8-2010

Print Name(s) JOSEPH T. CARUSO DIANE D. CARUSO

Signature(s) Joseph T. Caruso Diane D. Caruso

Unit Address 8820 HORIZON WIND AVE UNIT 102
LAS VEGAS, NEVADA 89178-7761

**HIGH NOON AT ARLINGTON RANCH
ASSIGNMENT OF CAUSES OF ACTION**

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Dated: 8/23/2010

Print Name(s) GERALDINE DESPARRAIS
MARY ANN CASSIDY

Signature(s) Geraldine Desparrais
Mary Ann Cassidy Patricia Gambino

Unit Address 8638 Tam Noon

UNIT 101

LAS VEGAS, NV 89178

HIGH NOON AT ARLINGTON RANCH
ASSIGNMENT OF CAUSES OF ACTION

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Dated: 29 May 2010

Print Name(s) Heidi H. Cloyd

Signature(s) [Handwritten Signature]

Unit Address 8678 Tom Noon #102

Telephone # (702) 412-6288

**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: 7/16/10

Print Name(s) Don & Sheila Co HW

Signature(s) [Signature]

Unit Address 8739 Horizon Wind #103

HIGH NOON AT ARLINGTON RANCH
ASSIGNMENT OF CAUSES OF ACTION

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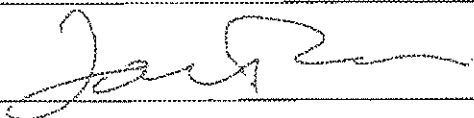
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Dated: 3-9-10

Print Name(s) LAN CORWIN

Signature(s) 

Unit Address #103 8720 Horizon Blvd

**HIGH NOON AT ARLINGTON RANCH
ASSIGNMENT OF CAUSES OF ACTION**

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Dated: 08/23/10

Print Name(s) NICOLETA COSTA

Signature(s) 

Unit Address 8779 HORIZON WIND #102

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Dated: 5-28-10

Print Name(s) NINO CRAME

Signature(s) Nino Crame

Unit Address 8825 TRAVELING BREEZE UNIT 101

Telephone # 702-914-8431

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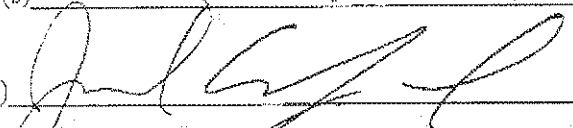
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Dated: 3/7/10

Print Name(s) Jared Crawford

Signature(s) 

Unit Address 9490 Thunder Sky St #101

HIGH NOON AT ARLINGTON RANCH
ASSIGNMENT OF CAUSES OF ACTION

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Dated: 3/8/10

Print Name(s) Francois A. Dacheux, II

Signature(s) Francois Dacheux II

Unit Address 8618 Tom Noon Ave #102

**HIGH NOON AT ARLINGTON RANCH
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Dated: 6/16/10

Print Name(s) Jacob Dewees

Signature(s) [Signature]

Unit Address 8669 Horizon Wind Ave #101

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Dated:

8/23/10

Print Name(s)

Mikala Jones Dillard

Signature(s)

MJ Dillard

Unit Address

8655 Traveling Breeze Rd #101

000335

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Dated: 3-19-10

Print Name(s) CEM DIZAR

Signature(s) [Signature]

Unit Address 8729 Horizon Wind Ave #101

LV, NV 89178

HIGH NOON AT ARLINGTON RANCH
ASSIGNMENT OF CAUSES OF ACTION

RECEIVED

JUL 30 2010

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Dated: 7/1/10

Print Name(s) Kenifer Dreyer

Signature(s) [Signature]

Unit Address 8708 TOM WOOD AVE UNIT 101

000337

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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: 8/20/10.-

Print Name(s) ROSA DONOSO

Signature(s) R. Donoso

Unit Address 8665 Traveling Breeze Ave, Unit 102
Las Vegas, NV 89178.-

**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.

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Dated: 3/9/2010

Print Name(s) DUANE R. EGGLELAND

Signature(s) Duane R. Eggleland

Unit Address 8730 HORIZON WIND AVE, UNIT 101

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ASSIGNMENT OF CAUSES OF ACTION**

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Dated: 3/9/10

Print Name(s) Ghayda I. Eranoysa

Signature(s) Ghayda I. Eranoysa

Unit Address 8637 Tom Noon Ave Unit 102

**HIGH NOON AT ARLINGTON RANCH
ASSIGNMENT OF CAUSES OF ACTION**

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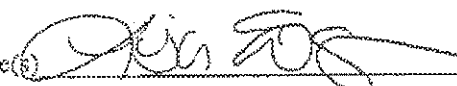
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Dated: 08-01-10

Print Name(s) Lisa Evans

Signature(s) 

Unit Address 8835 Traveling Breeze #101

**HIGH NOON AT ARLINGTON RANCH
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Dated: June 2010

Print Name(s)

MARY B. FAGAN (Farley)

Signature(s)

Mary B. Fagan

Unit Address

8814 TRAVELING Breeze Unit 103

Telephone #

702-280-6805

*married
now*

**HIGH NOON AT ARLINGTON RANCH
ASSIGNMENT OF CAUSES OF ACTION**

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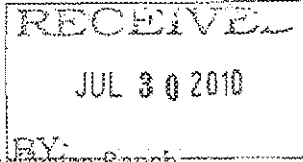
Dated: 3/15/10

Print Name(s) Melissa Fielding

Signature(s) [Signature]

Unit Address 9470 ThunderBkg St #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.

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Dated: 7/28/10

Print Name(s) Sean Finnegan

Signature(s) Sean Finnegan

Unit Address 9440 Thunder Sky 101

**HIGH NOON AT ARLINGTON RANCH
ASSIGNMENT OF CAUSES OF ACTION**

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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. A542615. 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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Dated: 8/23/16

Print Name(s) Jared Fisher

Signature(s) [Signature]

Unit Address 102

Telephone # 702 274 3862

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ASSIGNMENT OF CAUSES OF ACTION**

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Dated: AUG. 16, 10

Print Name(s) STEVE FISHMAN

Signature(s) Steve Fishman

Unit Address 8748 TOM NOON AVE #103

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Dated:

3.8.10

Print Name(s)

Jenifer Fitzgerald

Signature(s)

[Handwritten Signature]

Unit Address

**8765 Traveling Breeze #101
LV, NV 89178**

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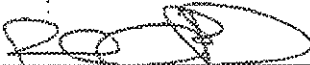
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Dated: 6/22/10

Print Name(s) Randall Ford Tamera Ford

Signature(s)  Tamera S Ford

Unit Address 8677 HORIZON WIND AVE Unit 102

Telephone # 702-824-7043

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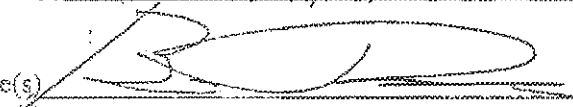
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Dated: June 8, 2010 Print Name(s) Bruno Fraxese

Signature(s) 

Unit Address #102,

8710 Horizon Wynd

Telephone # (780) 721-5700

**HIGH NOON AT ARLINGTON RANCH
ASSIGNMENT OF CAUSES OF ACTION**

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Dated: _____

Print Name(s) _____

Signature(s) _____

Unit Address _____

Judy Frank

Judy Frank

8654 Traveling Breeze #101

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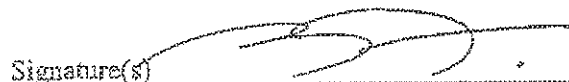
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Dated: 3/9/10

Print Name(s) William Frank

Signature(s) 

Unit Address 8675 Traveling Breeze #101

IN THE SUPREME COURT OF THE STATE OF NEVADA

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

Petitioner,

v.

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

Respondent.

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

Real Party in Interest.

Case No. 58533

Clark County District Court

Case No. A542616

Electronically Filed
Jan 09 2012 09:30 a.m.
Tara K. Lindeman
Clerk of Supreme Court

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

ANGIUS & TERRY LLP

Paul P. Terry, Jr., Nevada Bar No. 7192

John J. Stander, Nevada Bar No. 9198

Melissa Bybee, Nevada Bar No. 8390

Asmara Tarar, Nevada Bar No. 10999

1120 N. Town Center Dr., Suite 260

Las Vegas, NV 89144

(702) 990-2017

Email: jstander@angius-terry.com

Email: atarar@angius-terry.com

Attorneys for Real Party In Interest

*High Noon At Arlington Ranch Homeowners
Association*

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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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Dated: 6-19-10 Print Name(s) VITO JAVUATE

Signature(s) 

Unit Address 8750 Horizon Way. #102

Telephone # 702.236-2384

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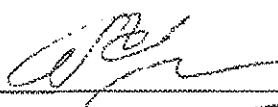
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Dated: 3/10/2010

Print Name(s) KOGARIK SARKISBEIAN

Signature(s) 

Unit Address 8718 Tom Noon Ave, #101

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Dated: 3-7-10

Print Name(s)

PRISCILLA SCHMITT

Signature(s)

[Signature]

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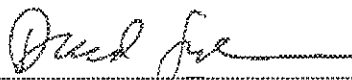
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Dated: 3/10/10

Print Name(s) David Sehnen

Signature(s) 

Unit Address #8777 Tom Noon #102

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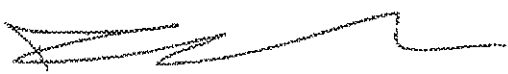
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Dated: 8/19/10

Print Name(s) BENJAMIN SCHNEIDER

Signature(s) 

Unit Address 8717 TOM NOON #102
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Dated:

3/18/12

Print Name(s)

Dennis Sells

Signature(s)

[Signature]

Unit Address

8754 Traveling Braces #10's

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Dated: 03/25/2015

Print Name(s) 1) LAWN SERVICE JANET SEENE

Signature(s) _____

Unit Address 8735 TRAVELING BREEZE, #102
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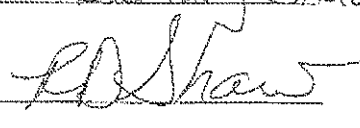
G. It is understood that nothing in this Assignment shall be construed to obligate THE ASSOCIATION, in any way to undertake or pay for any particular repairs to any individual unit.

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: 8-23-10

Print Name(s) Robert Shaw Rosemary Shaw

Signature(s)  

Unit Address 8725 Traveling Breeze #102

Telephone # 927-0144

14
B-

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.

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

NOW, THEREFORE, and in exchange for valuable consideration,

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

Dated: 8-24-10

Print Name(s) GARY B SILVEIRA

Signature(s) [Signature]

Unit Address 8804 TRAVELING BREEZE #101

Telephone # 702-838-5690

**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.

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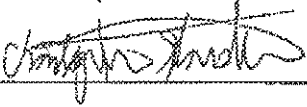
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Dated: 21 AUG 10

Print Name(s) ~~Christopher Standley~~ Christopher Standley

Signature(s) 

Unit Address 8639 horizon wind ave #101

Telephone # 702 4163394

HIGH NOON AT ARLINGTON RANCH
ASSIGNMENT OF CAUSES OF ACTION

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Dated: 3/8/10

Print Name(s) Daniel C. Stephen

Signature(s) [Signature]

Unit Address 8788 Tom Noon Ave, Unit 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.

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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: 3-8-10

Print Name(s) Barry & Tina STEBENS

Signature(s) [Handwritten Signature] [Handwritten Signature]

Unit Address 8819 Horizon Wind 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.

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Dated:

8/25/10

Print Name(s)

Stephanie Stinson

Signature(s)

Stephanie Stinson

Unit Address

8764 Traveling Breeze #102

Telephone #

702-290-4401

H

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

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Dated: 3/9/10

Print Name(s)

Anthony Stirling Whitney Stirling

Signature(s)

Anthony Stirling Whitney Stirling

Unit Address

8785 Traveling Bruce Ave 103
Las Vegas, NV 89178

HIGH NOON AT ARLINGTON RANCH
ASSIGNMENT OF CAUSES OF ACTION

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A. Significant defects have been discovered in the individual units at the High Noon At Arlington Ranch townhomes.

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Dated: 3-8-10

Print Name(s) Patricia Strabehn

Signature(s) Patricia Strabehn

Unit Address 9665 Traveling Breeze Ave
Unit 101

HIGH NOON AT ARLINGTON RANCH
ASSIGNMENT OF CAUSES OF ACTION

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Dated:

8/18/10

Print Name(s)

Nawn Swallow

Signature(s)

[Signature]

Unit Address

8754 Traveling Breeze Unit 101

**HIGH NOON AT ARLINGTON RANCH
ASSIGNMENT OF CAUSES OF ACTION**

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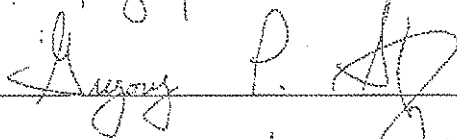
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Dated: _____

Print Name(s) Gregory P. Seitz

Signature(s) 

Unit Address 8157 Tom Noon Ave #103

Telephone # 702 - 810 - 6754

**HIGH NOON AT ARLINGTON RANCH
ASSIGNMENT OF CAUSES OF ACTION**

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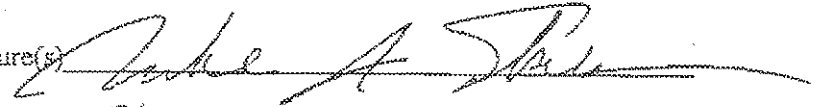
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Dated: Aug 12/2010 Print Name(s) MIKE Tabae TABAEE

Signature(s) 

Unit Address 8658 Tom Noon, #103, Las Vegas

Telephone # 972-740-9555

89178

MAR 23 2010

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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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: 3.21.10

Print Name(s) YASMIN TAJIK

Signature(s) Yasmin Tajik

Unit Address 8718 Tom Noon Ave. #102

7

000269

**HIGH NOON AT ARLINGTON RANCH
ASSIGNMENT OF CAUSES OF ACTION**

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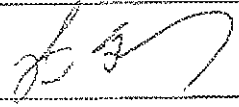
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Dated: 6/29/10

Print Name(s) MASAI TAKAHASHI

Signature(s) 

Unit Address 8668 Tom Noon Ave #101

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Dated: 09 MARCH 2010 Print Name(s) KENNETH W. TAU

Signature(s) Kenneth W. Tau

Unit Address 8737 Tom Noon Ave # 102

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Dated: 5-29-2010 Print Name(s) Druce Thetford
Signature(s) Druce Thetford
Unit Address 8640 Horizon Wind Ave #103
Telephone # 702-233-4470 cell # 702-210-2123

**HIGH NOON AT ARLINGTON RANCH
ASSIGNMENT OF CAUSES OF ACTION**

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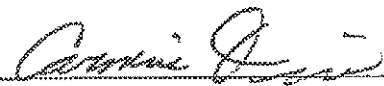
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Dated: 6/15/

Print Name(s) CARMINE TSO

Signature(s) 

Unit Address 8740 HORIZON WIND UNIT 102

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ASSIGNMENT OF CAUSES OF ACTION

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Dated: 8/16/10

Print Name(s) Amber Trask

Signature(s) [Signature]

Unit Address 8817 TDM Noon #103

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Dated: June 1, 2010

Print Name(s) Katherine Tunz

Signature(s) [Signature]

Unit Address #101 8747 Tom Noon Ave

attn: Nancy

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Dated: 3-9-10

Print Name(s) Henry Kuohen Tung

Signature(s) [Signature]

Unit Address 8808 Tom Noon # 102

Las Vegas, NV 89178

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Dated: 7.28.10

Print Name(s)

KATHERYNA Turner, John Ashoori

Signature(s)

Katheryna Turner, John Ashoori

Unit Address

8158 Unit 2 (Tom Noon)

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Dated: 5-30-10

Print Name(s) Jesse A. Valdez / Beatriz P. Valdez

Signature(s)

[Handwritten Signature] / [Handwritten Signature]

Unit Address 8768 Tom Noon Ave. #103, Las Vegas, NV. 89178

Telephone # (714) 538-4634

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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: 8-15-10

Print Name(s) Zachary Van Clave

Signature(s) [Signature]

Unit Address 8807 Tom Noon #103

**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, 213 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: 6/17/10

Print Name(s) Kathy & Ralph Varela

Signature(s) Kathy Varela Ralph Va

Unit Address 8729 Horizon Wind Ave. #102
Las Vegas, NV. 89178

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.

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A. Significant defects have been discovered in the individual units at the High Noon At Arlington Ranch townhomes.

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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.

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Dated: 5-25-10

Print Name(s)

Chris Viasquez

Signature(s)

[Signature]

Unit Address

8694 Traveling Dreeze #103

Telephone #

408-828-5057

**HIGH NOON AT ARLINGTON RANCH
ASSIGNMENT OF CAUSES OF ACTION**

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Dated: 3/8/10

Print Name(s) PATRICIA VOGEL

Signature(s) Patricia Vogel

Unit Address 8835 Traveling Bridge #103

**HIGH NOON AT ARLINGTON RANCH
ASSIGNMENT OF CAUSES OF ACTION**

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A. Significant defects have been discovered in the individual units at the High Noon At Arlington Ranch townhomes.

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Dated: 6/1/10

Print Name(s) JAMES DOXSANA WEBSTER

Signature(s) [Signature]

Unit Address 8664 TRAVELING BREEZE #101

Telephone # 702-567-1693 371-7249
371-7588

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.

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Dated: 3/9/10

Print Name(s) FRED & MARY WEINTRAUB

Signature(s) Fred Weintraub
Mary Weintraub

Unit Address 8720 Horizon Wind #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.

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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: 8/16/10

Print Name(s) CLARK RICHARD WELLS

Signature(s) Clark Richard Wells

Unit Address 8717 TROOPMAN #103

HIGH NOON AT ARLINGTON RANCH
ASSIGNMENT OF CAUSES OF ACTION

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RECTALS

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. AS42616. 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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Dated: 08/27/2010 Print Name(s) 8795 TRAVELING BREEZE TRUST
ZIVORAD NIKOLIC - TRUSTEE
Signature(s) Zivorad Nikolic

Unit Address 8795 TRAVELING BREEZE AVE. # 103

Telephone # 951-530-1546

HIGH NOON AT ARLINGTON RANCH
ASSIGNMENT OF CAUSES OF ACTION

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Dated: 03-09-2010 Print Name(s) TODD E. WILCOX

Signature(s) Todd E. Wilcox

Unit Address 8778 TOM NOON AVE UNIT #101

HIGH NOON AT ARLINGTON RANCH
ASSIGNMENT OF CAUSES OF ACTION

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Dated: August 19, 2010 Print Name(s) Deborah A. Williams

Signature(s) Deborah A. Williams

Unit Address 8739 Horizon Wind Ave #101
Las Vegas, NV 89178

HIGH NOON AT ARLINGTON RANCH
ASSIGNMENT OF CAUSES OF ACTION

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Dated: 7-9-10

Print Name(s) MARY L WILSON

Signature(s) Mary L Wilson

Unit Address 8679 Tom Noon Ave - 103

**HIGH NOON AT ARLINGTON RANCH
ASSIGNMENT OF CAUSES OF ACTION**

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

NOW, THEREFORE, and in exchange for valuable consideration,

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

3/9/10

Print Name(s)

Stacia Wise

Signature(s)

Stacia Wise

Unit Address

8720 Horizon Wind #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. AS42616. 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.

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

NOW, THEREFORE, and in exchange for valuable consideration,

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

Dated: 3/10/2010

Print Name(s) Larry Wolf

Signature(s) [Signature]

Unit Address 8730 Horizon Walk #103

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.

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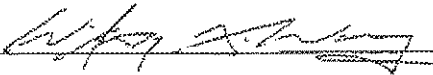
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Dated: 5-9-10

Print Name(s) WILSON LUNG

Signature(s) 

Unit Address 8779 HORIZON WIND AVE. #103

HIGH NOON AT ARLINGTON RANCH
ASSIGNMENT OF CAUSES OF ACTION

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Dated: 5/31/2010

Print Name(s) NELSON WONG

Signature(s) Nelson Wong

Unit Address 8750 Horizon Wind Ave, #101, Las Vegas

Telephone # 760-761-3922 89178

**HIGH NOON AT ARLINGTON RANCH
ASSIGNMENT OF CAUSES OF ACTION**

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A. Significant defects have been discovered in the individual units at the High Noon At Arlington Ranch townhomes.

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Dated: 6-28-10

Print Name(s) MELISSA R. WOODHOUSE-MARRIOTT

Signature(s) Melissa Woodhouse-Marrion

Unit Address 8724 TRAVELLING Breeze #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.

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Dated: 6/16/10

Print Name(s) PAUL WELCH

Signature(s) Paul Welch

Unit Address 8764 TRAVELING BREEZE #103

**HIGH NOON AT ARLINGTON RANCH
ASSIGNMENT OF CAUSES OF ACTION**

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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.

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Dated: 6/20/10

Print Name(s) HIROYOSHI YAMANO / Mayuka Yamano

Signature(s) Hiroyoshi Yamano / Mayuka Yamano

Unit Address 8648 Tom Noon Ave. #101

HIGH NOON AT ARLINGTON RANCH
ASSIGNMENT OF CAUSES OF ACTION

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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.

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Dated: 03-07-10

Print Name(s)

JAMES W. YEATTS JR.

Signature(s)

James W. Yeatts Jr.

Unit Address

8828 TOM NOON AVE. #103
LAS VEGAS, NV 89178

**HIGH NOON AT ARLINGTON RANCH
ASSIGNMENT OF CAUSES OF ACTION**

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RECITALS

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Dated: 8-23-10

Print Name(s)

Michael A Young

Signature(s)

Michael A Young

Unit Address

8734 Traveling Breeze #103
Las Vegas, NV 89178

BH

**HIGH NOON AT ARLINGTON RANCH
ASSIGNMENT OF CAUSES OF ACTION**

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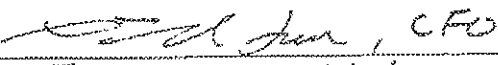
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Dated: 8/11/10

Print Name(s) ZG SPORT, INC.

Signature(s) 
EDMUND C. LAU

Unit Address 8639 HORIZON WIND #103

HIGH NOON AT ARLINGTON RANCH
ASSIGNMENT OF CAUSES OF ACTION

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Dated:

8-14-10

Print Name(s)

TAISON KIM

Signature(s)

TAISON KIM

Unit Address

8638 TAMAROCK AVE UNIT 102